



# THE CITY OF WHITTIER

Gateway to Western Prince William Sound

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

**WHITTIER CITY COUNCIL  
WILL HOLD  
A REGULAR MEETING  
TUESDAY, FEBRUARY 16, 2016  
AT 7:00 PM**

**COUNCIL CHAMBERS  
P-12 BUILDING**

## AGENDA

	<b>Page #</b>
<b>1. CALL TO ORDER</b>	
<b>2. OPENING CEREMONY</b>	
<b>3. ROLL CALL</b> A. Council Members Present B. Administration Present	
<b>4. APPROVAL OF MINUTES</b> A. January 19, 2016- Regular Meeting	<b>1</b>
<b>5. APPROVAL OF REGULAR MEETING AGENDA</b>	
<b>6. MAYOR'S REPORT</b> A. Mayor Report - Dan Blair B. Vice Mayor Report - Dave Pinquoch	
<b>7. MANAGER'S REPORT</b> A. City Manager's Report - Mark Lynch 1. Financial Report B. City Attorney's Report – Holly Wells C. Directors Report 1. Harbor Report – Andy Dennis 2. Public Safety Report - Dave Schofield 3. Public Works Report - Scott Korbe	<b>6</b> <b>7</b>  <b>30</b> <b>31</b> <b>n/a</b>
<b>8. COMMISSION/COMMITTEE REPORTS</b> A. Planning Commission B. Port & Harbor Commission C. Park & Recreation Committee D. PWSAC	<b>none</b> <b>none</b> <b>none</b> <b>none</b>
<b>9. CITIZENS COMMENTS ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING</b>	
<b>10. APPROVAL OF CONSENT CALENDAR</b>	
<b>11. PUBLIC HEARINGS (NON-ORDINANCE)</b>	

	<b>Page #</b>
<b>12. PRESENTATIONS</b>	
<b>13. ORDINANCES</b>	
<b>A. Introduction (1st reading)</b>	
#03-2016 – Amending Camping code	33
<b>B. Public Hearing (2<sup>nd</sup> reading)</b>	
#01-2016 - Amending WMC Chapter 2.14 concerning public records	39
#02-2016 - Repealing WMC 2.08.052, and Amending WMC 2.04.070 and 2.04.075 concerning telephonic attendance and excused absences.	44
<b>14. RESOLUTIONS</b>	
#04-2016 – A resolution stating the rate of levy, date of equalization and date when taxes become delinquent for the 2016 tax role.	46
#05-2016 – A resolution authorizing a lease amendment and assignment from Babs Reynolds to Larry Gilman/Shawn Phillips.	47
#06-2016 – A resolution establishing the City’s Local Priorities for 2016.	55
#07-2016 – A resolution supporting Girdwood Policing.	56
#08-2016 – A resolution authorizing the City Manager to enter into a construction contract with S.R. Bales Construction for a Public Safety Building.	57
#09-2016 – A resolution authorizing the City Manager to sign a professional services agreement with Altman, Rogers & Co. for FY2015 audit services.	59
#10-2016 – A Resolution opposing the proposed Revision of the Land Management Plan for the Chugach National Forest by USDA Forest Service.	n/a
<b>15. COUNCIL DISCUSSION</b>	
<b>16. CITIZEN DISCUSSION</b>	
<b>17. EXECUTIVE SESSION</b>	
<b>18. UNFINISHED BUSINESS</b>	
A. Shotgun Cove Road project	
B. WMC Revision	
C. ARRC/COW land swap	
D. Improve Salmon sport fishing in Northwest PWS	
E. Whittier Manor Lease	
F. Public Safety Complex	
<b>19. NEW BUSINESS</b>	
A. Approval of letter supporting the proposed Land and Water Conservation Fund (LWCF) project surrounding the historic Portage Pass trail.	71
B. Approval of Manager’s contract extension.	73
<b>20. ADJOURNMENT</b>	



Brenda Krol <cclerk@whittieralaska.gov>

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## Meeting tonight

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Debra Hicks <councilseatg@whittieralaska.gov>

Tue, Feb 16, 2016 at 3:30 PM

To: Brenda Krol <cclerk@whittieralaska.gov>

Good afternoon. I was just making sure you got my email about my absence for tonight's meeting.

Thanks,  
Debra



## THE CITY OF WHITTIER

*Gateway to Western Prince William Sound*

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

To: Mayor and Council  
From: Mark Lynch, City Manager  
Subject: Manager's report  
Date: February 11, 2016 (for 2/16/16 Council meeting)

**ARRC:** The City received a response to our January 6, 2016 letter from ARRC. In essence the letter was a point by point denial of each of the points the City had made.

**Juneau Trip:** On January 24-26, 2016 the Mayor and I, along with our lobbyist Kris Knauss, met with various members of the Alaska legislature to discuss Whittier issues. There seems to be positive support for the City regarding ARRC issues, although no final answers were achieved. We heard from most that we should keep meeting and working towards solutions. Concerning CAPSIS requests, we were told there would be no money for capital projects this year, although there was some possibility help out for critical issues (such as our levee) and projects with high federal matching funds (such as the HoPC project). We also were told there is a fair possibility of some Harbor grant funding being approved and we are high on the list.

**Finance Officer:** Lynette Dennis will take over as full-time Finance Officer on February 22, 2016.

**MODA:** Our health insurance carrier had been temporarily suspended from doing business in Alaska. However, this has been resolved and MODA is back in full operation. Our coverage was not interrupted.

**Girdwood Policing:** A resolution is in your packet supporting policing in Girdwood. Girdwood has a vote in April on whether they will approve the funding or not. If so, coverage will begin July 1, 2016 with Council approval.

**Public Safety Building:** A resolution is in your packet to authorize construction.

**GP:** I am still working with Roger Stiles concerning a lease extension for the egg room and a Land Use Agreement for storage.

CITY OF WHITTIER  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
51-340-4251 USER FEES & PERMITS	.00	.00	75.00	75.00	.0
51-340-4401 MOORAGE - PREFERENTIAL	488,253.39	488,253.39	420,000.00	( 68,253.39)	116.3
51-340-4402 MOORAGE - TRANSIENT	149,263.53	149,263.53	440,000.00	290,736.47	33.9
51-340-4403 BOAT LIFT FEES	.00	.00	13,000.00	13,000.00	.0
51-340-4404 UTILITY FEES	5,250.38	5,250.38	60,000.00	54,749.62	8.8
51-340-4406 WHARFAGE FEES	2,753.30	2,753.30	10,000.00	7,246.70	27.5
51-340-4407 VESSEL TOW FEES	.00	.00	500.00	500.00	.0
51-340-4408 USED OIL COLLECTION F	60.80	60.80	1,200.00	1,139.20	5.1
51-340-4409 WAITING LIST FEES	13,800.00	13,800.00	18,000.00	4,400.00	75.6
51-340-4410 PUMP OUT FEES	375.00	375.00	500.00	125.00	75.0
51-340-4411 LAUNCH FEES	2,590.00	2,590.00	100,000.00	97,410.00	2.6
51-340-4412 SHOWERS	8.00	8.00	2,500.00	2,492.00	.3
51-340-4413 GRID	.00	.00	1,000.00	1,000.00	.0
51-340-4414 VESSEL MAINTENANCE	.00	.00	6,000.00	6,000.00	.0
51-340-4415 DRY STORAGE FEES	564.00	564.00	4,000.00	3,436.00	14.1
51-340-4416 PARKING - ANNUAL	.00	.00	73,000.00	73,000.00	.0
51-340-4418 USER FEES	24.00	24.00	4,000.00	3,976.00	.6
51-340-4426 PARKING DAILY	649.00	649.00	60,000.00	59,351.00	1.1
51-340-4445 MISC. SERVICES	75.00	75.00	1,000.00	925.00	7.5
TOTAL CHARGES FOR SERVICES	663,466.40	663,466.40	1,214,775.00	551,308.60	54.6
<u>LEASES INCOME</u>					
51-345-4512 LEASE - ARRC NET OF RR SHARE	.00	.00	66,000.00	66,000.00	.0
TOTAL LEASES INCOME	.00	.00	66,000.00	66,000.00	.0
<u>OTHER REVENUE</u>					
51-360-4417 FUEL FLOAT INCOME	1,305.27	1,305.27	20,000.00	18,694.73	6.5
51-360-4900 INTEREST & LATE FEES ON A/R	.00	.00	4,000.00	4,000.00	.0
51-360-4901 INTEREST ON BANK ACCO	.00	.00	5,000.00	5,000.00	.0
51-360-4914 RESALE ITEMS	.00	.00	500.00	500.00	.0
TOTAL OTHER REVENUE	1,305.27	1,305.27	29,500.00	28,194.73	4.4
TOTAL FUND REVENUE	664,771.67	664,771.67	1,310,275.00	645,503.33	50.7

CITY OF WHITTIER  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2015

SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
51-340-4251 USER FEES & PERMITS	.00	.00	75.00	75.00	.0
51-340-4401 MOORAGE - PREFERENTIAL	378,844.20	378,844.20	420,000.00	41,155.80	90.2
51-340-4402 MOORAGE - TRANSIENT	192,014.85	192,014.85	440,000.00	247,985.15	43.6
51-340-4403 BOAT LIFT FEES	.00	.00	13,000.00	13,000.00	.0
51-340-4404 UTILITY FEES	4,733.32	4,733.32	60,000.00	55,266.68	7.9
51-340-4405 DRY STORAGE FEES	862.00	862.00	4,000.00	3,138.00	21.6
51-340-4406 WHARFAGE FEES	4,772.98	4,772.98	6,000.00	1,227.02	79.6
51-340-4407 VESSEL TOW FEES	.00	.00	500.00	500.00	.0
51-340-4408 USED OIL COLLECTION F	.00	.00	1,200.00	1,200.00	.0
51-340-4409 WAITING LIST FEES	2,700.00	2,700.00	18,000.00	15,300.00	15.0
51-340-4410 PUMP OUT FEES	.00	.00	500.00	500.00	.0
51-340-4411 LAUNCH FEES	5,240.00	5,240.00	100,000.00	94,760.00	5.2
51-340-4412 SHOWERS	52.00	52.00	2,500.00	2,448.00	2.1
51-340-4413 GRID	.00	.00	1,000.00	1,000.00	.0
51-340-4418 USER FEES	318.72	318.72	4,000.00	3,681.28	8.0
51-340-4425 ALYESKA CONTRACT	.00	.00	30,000.00	30,000.00	.0
TOTAL CHARGES FOR SERVICES	589,538.07	589,538.07	1,100,775.00	511,236.93	53.6
<u>LEASES</u>					
51-345-4512 LEASE INCOME - ARRC	8,083.72	8,083.72	100,000.00	91,916.28	8.1
TOTAL LEASES	8,083.72	8,083.72	100,000.00	91,916.28	8.1
<u>MISCELLANEOUS</u>					
51-360-4020 PERS ON-BEHALF	.00	.00	41,893.00	41,893.00	.0
51-360-4415 MISC. SERVICES	180.21	180.21	1,000.00	819.79	18.0
51-360-4417 FUEL FLOAT INCOME	1,271.86	1,271.86	18,000.00	16,728.14	7.1
51-360-4419 SERVS TRAVEL REIMBURSEMENT	.00	.00	1,000.00	1,000.00	.0
51-360-4430 SERVS REIMBURSEMENT	.00	.00	1,312.00	1,312.00	.0
51-360-4900 INTEREST & LATE FEES ON A/R	.00	.00	4,000.00	4,000.00	.0
51-360-4990 UNDISTRIBUTED REVENUE	2,570.93	2,570.93	.00	( 2,570.93)	.0
TOTAL MISCELLANEOUS	4,023.00	4,023.00	67,205.00	63,182.00	6.0
<u>RESALE ITEMS</u>					
51-365-4414 RESALE ITEMS	.00	.00	500.00	500.00	.0
TOTAL RESALE ITEMS	.00	.00	500.00	500.00	.0
TOTAL FUND REVENUE	601,644.79	601,644.79	1,268,480.00	666,835.21	47.4

CITY OF WHITTIER  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<b>TAXES</b>					
01-310-4005 FISH TAX	.00	.00	150,000.00	150,000.00	.0
01-310-4006 MOTOR VEHICLE REGISTRATION	.00	.00	4,000.00	4,000.00	.0
01-310-4007 LIQUOR TAX	.00	.00	5,600.00	5,600.00	.0
01-310-4009 ELEC & TELE CO-OP TAX	.00	.00	3,000.00	3,000.00	.0
01-310-4200 SALES TAX	15,657.12	15,657.12	575,000.00	559,342.88	2.7
01-310-4201 PROPERTY TAX - REAL	.00	.00	380,000.00	380,000.00	.0
01-310-4202 PROPERTY TAX - PERSONAL	.00	.00	250,000.00	250,000.00	.0
01-310-4205 BUSINESS TRANSPORTATION TAX	172.50	172.50	300,000.00	299,827.50	.1
<b>TOTAL TAXES</b>	<b>15,829.62</b>	<b>15,829.62</b>	<b>1,667,600.00</b>	<b>1,651,770.38</b>	<b>1.0</b>
<b>LICENSES &amp; PERMITS</b>					
01-320-4250 BUSINESS LICENSES	700.00	700.00	3,500.00	2,800.00	20.0
01-320-4251 USER FEES & PERMITS	.00	.00	2,500.00	2,500.00	.0
01-320-4312 AMBULANCE FEES	.00	.00	60,000.00	60,000.00	.0
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>700.00</b>	<b>700.00</b>	<b>66,000.00</b>	<b>65,300.00</b>	<b>1.1</b>
<b>INTERGOVERNMENTAL REVENUE</b>					
01-330-4002 STATE REVENUE SHARING	.00	.00	50,000.00	50,000.00	.0
01-330-4003 STATE PAY-IN-LIEU OF TAXES	.00	.00	35,000.00	35,000.00	.0
01-330-4011 EMS SMALL GRANT	.00	.00	2,500.00	2,500.00	.0
01-330-4025 NAT'L FOREST SERVICE RECEIPTS	.00	.00	30,000.00	30,000.00	.0
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>117,500.00</b>	<b>117,500.00</b>	<b>.0</b>
<b>LEASES</b>					
01-345-4515 LEASE INCOME - CITY LAND	.00	.00	160,000.00	160,000.00	.0
<b>TOTAL LEASES</b>	<b>.00</b>	<b>.00</b>	<b>160,000.00</b>	<b>160,000.00</b>	<b>.0</b>
<b>FINES &amp; CITATIONS</b>					
01-350-4261 PSD FINES & CITATIONS	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL FINES &amp; CITATIONS</b>	<b>.00</b>	<b>.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>.0</b>

CITY OF WHITTIER  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS</u>					
01-360-4099 MISCELLANEOUS REVENUE	97.00	97.00	.00	( 97.00)	.0
01-360-4204 INTEREST & PENALTIES	.00	.00	3,000.00	3,000.00	.0
01-360-4271 DONATIONS - EMS/FIRE/POL	.00	.00	500.00	500.00	.0
01-360-4900 INTEREST ON BANK ACCOUNTS	.00	.00	15,000.00	15,000.00	.0
01-360-4902 INTEREST ON ESCROW ACCOUNTS	.00	.00	1,200.00	1,200.00	.0
01-360-4914 TRANSFIELD - TUNNEL CONTRAC	.00	.00	60,000.00	60,000.00	.0
TOTAL MISCELLANEOUS	97.00	97.00	79,700.00	79,603.00	.1
<u>TRANSFERS &amp; OTHER</u>					
01-390-4990 TRANSFER FROM CVP FUND	158,000.00	158,000.00	158,000.00	.00	100.0
TOTAL TRANSFERS & OTHER	158,000.00	158,000.00	158,000.00	.00	100.0
TOTAL FUND REVENUE	174,626.62	174,626.62	2,253,800.00	2,079,173.38	7.8



CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>ADMIN</b>					
01-400-6000 SALARIES & WAGES	36,698.38	36,698.38	276,242.00	239,543.82	13.3
01-400-6030 FICA TAXES	1,263.20	1,263.20	4,006.00	2,742.80	31.5
01-400-6040 WORKER'S COMP.	290.19	290.19	1,774.00	1,483.81	16.4
01-400-6050 ESC TAXES	789.48	789.48	4,608.00	3,818.52	17.1
01-400-6060 HEALTH & LIFE INSURANCE	7,463.84	7,463.84	52,920.00	45,456.16	14.1
01-400-6070 PERS RETIREMENT	5,479.48	5,479.48	60,773.00	55,293.52	9.0
01-400-6205 ADVERTISING	.00	.00	2,100.00	2,100.00	.0
01-400-6210 B.T.I. CONDO FEES	235.41	235.41	10,643.00	10,407.59	2.2
01-400-6212 CONDO MAINTENANCE	278.02	278.02	3,000.00	2,721.98	9.3
01-400-6220 BANK SERVICES CHARGES	2,241.19	2,241.19	4,000.00	1,758.81	56.0
01-400-6240 COMMUNITY SUPPORT-DONATIONS	.00	.00	500.00	500.00	.0
01-400-6280 DUES & SUBSCRIPTIONS	.00	.00	1,800.00	1,800.00	.0
01-400-6410 INSURANCE - LIABILITY	.00	.00	20,112.00	20,112.00	.0
01-400-6440 INSURANCE - PROPERTY	.00	.00	5,783.00	5,783.00	.0
01-400-6540 LICENSES & PERMITS	.00	.00	150.00	150.00	.0
01-400-6541 PENALTIES & FEES	.00	.00	350.00	350.00	.0
01-400-6565 OUTSIDE CONTRACTORS	250.00	250.00	15,000.00	14,750.00	1.7
01-400-6570 PHYSICAL EXAMS & BACKGROUND CK	.00	.00	250.00	250.00	.0
01-400-6580 POSTAGE	647.66	647.66	5,000.00	4,352.34	13.0
01-400-6600 PROF. FEES - AUDIT	.00	.00	39,000.00	39,000.00	.0
01-400-6610 PROF. FEES - ACCOUNTING	.00	.00	120,000.00	120,000.00	.0
01-400-6620 PROF. FEES - APPRAISAL	.00	.00	20,000.00	20,000.00	.0
01-400-6625 PROF. FEES - FINANCIAL SOFTWARE	3,725.00	3,725.00	45,000.00	41,275.00	8.3
01-400-6635 PROF. FEES - COMPUTER SUPPORT	.00	.00	15,000.00	15,000.00	.0
01-400-6636 PROF. FEES - WEB SITE SUPPORT	.00	.00	3,000.00	3,000.00	.0
01-400-6645 PROF. FEES - GRANT ADM.	.00	.00	30,000.00	30,000.00	.0
01-400-6650 PROF. FEES - LEGAL	6,104.16	6,104.16	150,000.00	143,895.84	4.1
01-400-6675 COMPREHENSIVE PLAN	.00	.00	20,000.00	20,000.00	.0
01-400-6770 TRAVEL, TRAINING & DEV.	819.26	819.26	20,000.00	19,180.74	4.1
01-400-7100 REPAIRS - BUILDING	220.40	220.40	.00	220.40	.0
01-400-7351 EQUIPMENT MAINT. AGREEMENTS	.00	.00	8,600.00	8,600.00	.0
01-400-7450 REPAIRS-OFFICE EQUIPMENT	.00	.00	500.00	500.00	.0
01-400-8550 SUPPLIES - OFFICE	592.98	592.98	7,500.00	6,907.02	7.9
01-400-8750 SUPPLIES - PRINTING	.00	.00	1,000.00	1,000.00	.0
01-400-9000 UTILITIES - INTERNET	867.09	867.09	10,000.00	9,132.91	8.7
01-400-9070 UTILITIES - TELEPHONE	503.67	503.67	7,000.00	6,496.33	7.2
01-400-9100 MISCELLANEOUS EXPENSES	.00	.00	1,000.00	1,000.00	.0
01-400-9300 PROJECT DEVELOPMENT	9,823.70	9,823.70	35,000.00	25,176.30	28.1
01-400-9900 INTERDEPARTMENT SUPPORT	( 11,794.84)	( 11,794.84)	( 176,538.00)	( 164,743.16)	( 6.7)
<b>TOTAL ADMIN</b>	<b>66,498.27</b>	<b>66,498.27</b>	<b>825,073.00</b>	<b>758,574.73</b>	<b>8.1</b>

CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COUNCIL</u>					
01-401-6240 CITY COUNCIL-COMMUNITY SUPPORT	.00	.00	3,000.00	3,000.00	.0
01-401-6280 DUES & SUBSCRIPTIONS	.00	.00	150.00	150.00	.0
01-401-6325 FIREWORKS	.00	.00	12,500.00	12,500.00	.0
01-401-6710 PUBLIC RELATIONS	.00	.00	250.00	250.00	.0
01-401-6770 TRAVEL, TRAINING & DEV.	.00	.00	10,000.00	10,000.00	.0
01-401-6800 COUNCIL CHAMBER IMPROV	.00	.00	40,000.00	40,000.00	.0
01-401-8550 SUPPLIES - OFFICE	.00	.00	100.00	100.00	.0
01-401-9070 UTILITIES - TELEPHONE	.00	.00	400.00	400.00	.0
01-401-9500 LOBBYIST FEES	11,250.00	11,250.00	108,000.00	96,750.00	10.4
<b>TOTAL COUNCIL</b>	<b>11,250.00</b>	<b>11,250.00</b>	<b>174,400.00</b>	<b>163,150.00</b>	<b>6.5</b>
<u>COMMISSION</u>					
01-402-6000 SALARIES & WAGES	.00	.00	11,070.00	11,070.00	.0
01-402-6030 FICA TAXES	.00	.00	161.00	161.00	.0
01-402-6040 WORKER COMP-COMMISSIONS	.00	.00	345.00	345.00	.0
01-402-6050 ESC TAXES	.00	.00	310.00	310.00	.0
01-402-6060 HEALTH & LIFE INSURANCE	.00	.00	2,520.00	2,520.00	.0
01-402-6070 PERS RETIREMENT	.00	.00	2,435.00	2,435.00	.0
01-402-6760 TRAINING & PROF DEVELOPMENT	.00	.00	250.00	250.00	.0
01-402-9100 MISCELLANEOUS EXPENSES	134.92	134.92	250.00	115.08	54.0
<b>TOTAL COMMISSION</b>	<b>134.92</b>	<b>134.92</b>	<b>17,341.00</b>	<b>17,206.08</b>	<b>.8</b>
<u>ELECTIONS</u>					
01-420-6100 VOLUNTEER SUPPORT	.00	.00	1,200.00	1,200.00	.0
01-420-6205 ADVERTISING	.00	.00	600.00	600.00	.0
<b>TOTAL ELECTIONS</b>	<b>.00</b>	<b>.00</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>.0</b>

CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>PUBLIC SAFETY</b>					
01-510-6000 SALARIES & WAGES	30,064.67	30,064.67	354,198.00	324,133.33	8.5
01-510-6030 FICA TAXES	737.07	737.07	8,540.00	7,802.93	8.6
01-510-6040 WORKER'S COMP.	132.46	132.46	21,220.00	21,087.54	.6
01-510-6050 ESC TAXES	635.39	635.39	6,761.00	6,125.61	9.4
01-510-6060 HEALTH & LIFE INSURANCE	4,806.77	4,806.77	63,000.00	58,193.23	7.6
01-510-6070 PERS RETIREMENT	5,571.39	5,571.39	70,492.00	64,920.61	7.9
01-510-6091 UNIFORM ALLOWANCE	150.00	150.00	2,300.00	2,150.00	6.5
01-510-6100 VOLUNTEER SUPPORT	.00	.00	1,500.00	1,500.00	.0
01-510-6205 ADVERTISING	.00	.00	50.00	50.00	.0
01-510-6210 B.T.I. CONDO FEES	316.30	316.30	2,500.00	2,183.70	12.7
01-510-6280 DUES & SUBSCRIPTIONS	.00	.00	100.00	100.00	.0
01-510-6410 INSURANCE - LIABILITY	.00	.00	4,938.00	4,938.00	.0
01-510-6420 INSURANCE - AUTO	.00	.00	10,524.00	10,524.00	.0
01-510-6440 INSURANCE - PROPERTY	.00	.00	289.00	289.00	.0
01-510-6490 POLICE-INSURANCE CLAIMS-DEDUCT	.00	.00	10,000.00	10,000.00	.0
01-510-6540 LICENSES & PERMITS	.00	.00	100.00	100.00	.0
01-510-6565 OUTSIDE CONTRACTORS	.00	.00	1,500.00	1,500.00	.0
01-510-6570 PHYSICAL EXAMS	.00	.00	1,000.00	1,000.00	.0
01-510-6580 POSTAGE	28.44	28.44	200.00	171.56	14.2
01-510-6700 PUBLICATIONS & SUBSCRIPTIONS	.00	.00	1,000.00	1,000.00	.0
01-510-6735 EQUIPMENT PURCHASE	970.71	970.71	14,000.00	13,029.29	6.9
01-510-6761 TRAINING - EMS SUPVSG MD	.00	.00	12,000.00	12,000.00	.0
01-510-6770 TRAVEL, TRAINING & DEV.	314.05	314.05	9,000.00	8,685.95	3.5
01-510-7100 BUILDING MAINT.	.00	.00	1,500.00	1,500.00	.0
01-510-7150 REPAIRS - COMMUNICATION EQUIPM	92.39	92.39	1,800.00	1,707.61	5.1
01-510-7200 REPAIRS-COMPUTER SYSTEM	30.00	30.00	500.00	470.00	6.0
01-510-7350 REPAIRS - EQUIPMENT	258.00	258.00	3,050.00	2,792.00	8.5
01-510-7400 REPAIRS - VEHICLES	406.14	406.14	18,300.00	17,893.86	2.2
01-510-7750 GAS & OIL - VEHICLES	.00	.00	22,500.00	22,500.00	.0
01-510-8020 SUPPLIES - AMMUNITION	.00	.00	1,200.00	1,200.00	.0
01-510-8100 SUPPLIES - COMPUTERS	.00	.00	750.00	750.00	.0
01-510-8150 SUPPLIES - CONSUMABLE	186.51	186.51	5,000.00	4,813.49	3.7
01-510-8550 SUPPLIES - OFFICE	49.77	49.77	3,500.00	3,450.23	1.4
01-510-8650 SUPPLIES & DRUGS BILLABLE	.00	.00	4,800.00	4,800.00	.0
01-510-8950 SUPPLIES - UNIFORMS	.00	.00	10,700.00	10,700.00	.0
01-510-9000 UTILITIES - INTERNET	495.00	495.00	15,000.00	14,505.00	3.3
01-510-9010 UTILITIES - ELECTRICITY	.00	.00	3,200.00	3,200.00	.0
01-510-9040 UTILITIES - HEATING FUELS	.00	.00	6,400.00	6,400.00	.0
01-510-9070 UTILITIES - TELEPHONE	1,097.71	1,097.71	14,000.00	12,902.29	7.8
01-510-9200 GRANT EXPENDITURES	.00	.00	2,000.00	2,000.00	.0
<b>TOTAL PUBLIC SAFETY</b>	<b>46,342.77</b>	<b>46,342.77</b>	<b>709,412.00</b>	<b>663,069.23</b>	<b>6.5</b>

CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CLINIC</u>					
01-535-6210 B.T.I. CONDO FEE	909.07	909.07	11,684.00	10,774.93	7.8
01-535-6211 RENTAL UNIT	.00	.00	1,000.00	1,000.00	.0
01-535-9100 MISCELLANEOUS EXP	.00	.00	9,000.00	9,000.00	.0
<b>TOTAL CLINIC</b>	<b>909.07</b>	<b>909.07</b>	<b>21,684.00</b>	<b>20,774.93</b>	<b>4.2</b>

PUBLIC WORKS

01-600-6000 SALARIES & WAGES	17,430.71	17,430.71	153,694.00	136,263.28	11.3
01-600-6030 FICA TAXES	252.89	252.89	5,205.00	4,952.11	4.9
01-600-6040 WORKER'S COMP.	174.50	174.50	6,548.00	6,373.50	2.7
01-600-6050 ESC TAXES	375.53	375.53	2,911.00	2,535.47	12.9
01-600-6060 HEALTH & LIFE INSURANCE	4,325.47	4,325.47	18,900.00	14,574.53	22.9
01-600-6070 PERS RETIREMENT	3,796.25	3,796.25	23,283.00	19,486.75	16.3
01-600-6091 UNIFORM ALLOWANCE	10.00	10.00	.00	10.00	.0
01-600-6420 INSURANCE - AUTO	.00	.00	3,870.00	3,870.00	.0
01-600-6440 INSURANCE - PROPERTY	.00	.00	12,154.00	12,154.00	.0
01-600-6490 INSURANCE CLAIMS-DEDUCTIBLES	.00	.00	5,000.00	5,000.00	.0
01-600-6540 LICENSES & FEES	.00	.00	250.00	250.00	.0
01-600-6565 OUTSIDE CONTRACTORS	.00	.00	10,000.00	10,000.00	.0
01-600-6570 PHYSICAL EXAMS	.00	.00	500.00	500.00	.0
01-600-6740 SMALL TOOLS	105.99	105.99	1,500.00	1,394.01	7.1
01-600-6770 TRAVEL, TRAINING & DEV.	.00	.00	2,000.00	2,000.00	.0
01-600-7100 REPAIRS - BUILDINGS	173.15	173.15	5,000.00	4,826.85	3.5
01-600-7210 REPAIRS - ROADS	.00	.00	15,000.00	15,000.00	.0
01-600-7350 REPAIRS - EQUIPMENT	30.00	30.00	30,000.00	29,970.00	.1
01-600-7750 GAS & OIL - VEHICLES	.00	.00	45,000.00	45,000.00	.0
01-600-8550 SUPPLIES - OFFICE	.00	.00	500.00	500.00	.0
01-600-8950 SUPPLIES - UNIFORMS	.00	.00	1,000.00	1,000.00	.0
01-600-8970 SUPPLIES - SAFETY	.00	.00	2,000.00	2,000.00	.0
01-600-8995 SUPPLIES & MATERIALS	.00	.00	15,000.00	15,000.00	.0
01-600-9000 UTILITIES - INTERNET	243.00	243.00	5,938.00	5,695.00	4.1
01-600-9010 UTILITIES - ELECTRICITY	.00	.00	31,500.00	31,500.00	.0
01-600-9040 UTILITIES - HEATING FUEL	.00	.00	35,000.00	35,000.00	.0
01-600-9070 UTILITIES - TELEPHONE	228.44	228.44	2,500.00	2,271.56	9.1
01-600-9095 UTILITIES - WATER/SEWER	.00	.00	8,000.00	8,000.00	.0
01-600-9900 INTERDEPARTMENT SUPPORT	( 2,916.66)	( 2,916.66)	( 35,000.00)	( 32,083.34)	( 8.3)
<b>TOTAL PUBLIC WORKS</b>	<b>24,229.27</b>	<b>24,229.27</b>	<b>407,253.00</b>	<b>383,023.73</b>	<b>6.0</b>

PROPERTY & FACILITIES

01-700-6210 B.T.I. CONDO FEES	944.88	944.88	5,407.00	4,462.12	17.5
01-700-6215 CONDO MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
01-700-7100 REPAIRS - BUILDINGS	.00	.00	5,000.00	5,000.00	.0
01-700-9000 UTILITIES - INTERNET SERVICE	92.00	92.00	1,500.00	1,408.00	6.1
<b>TOTAL PROPERTY &amp; FACILITIES</b>	<b>1,036.88</b>	<b>1,036.88</b>	<b>12,907.00</b>	<b>11,870.12</b>	<b>8.0</b>

CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GF ADMN CAPITAL OUTLAY</u>					
01-910-9530 CAPITOL OUTLAY - COMP	.00	.00	5,000.00	5,000.00	.0
TOTAL GF ADMN CAPITAL OUTLAY	.00	.00	5,000.00	5,000.00	.0
<u>GF PARK &amp; REC CAP OUTLAY</u>					
01-970-9510 CAPITAL OUTLAY	.00	.00	20,000.00	20,000.00	.0
TOTAL GF PARK & REC CAP OUTLAY	.00	.00	20,000.00	20,000.00	.0
<u>TRANSFERS TO OTHER FUNDS</u>					
01-990-9991 TRANSFER TO F 14 EQUIP REP PW	50,000.00	50,000.00	50,000.00	.00	100.0
TOTAL TRANSFERS TO OTHER FUNDS	50,000.00	50,000.00	50,000.00	.00	100.0
TOTAL FUND EXPENDITURES	200,401.18	200,401.18	2,244,870.00	2,044,468.82	8.9
NET REVENUE OVER EXPENDITURES	( 25,774.56)	( 25,774.56)	8,930.00	34,704.56	(288.6)

CITY OF WHITTIER  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

GENERAL RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
14-380-4900	INTEREST ON BANK ACCT	.00	.00	1,238.00	1,238.00	.0
	TOTAL MISCELLANEOUS REVENUE	.00	.00	1,238.00	1,238.00	.0
	<u>TRANSFERS FROM OTHER FUNDS</u>					
14-390-4990	TRANSFER FROM GENERAL FUND	50,000.00	50,000.00	50,000.00	.00	100.0
	TOTAL TRANSFERS FROM OTHER FUNDS	50,000.00	50,000.00	50,000.00	.00	100.0
	TOTAL FUND REVENUE	50,000.00	50,000.00	51,238.00	1,238.00	97.6
	NET REVENUE OVER EXPENDITURES	50,000.00	50,000.00	51,238.00	1,238.00	97.6

CITY OF WHITTIER  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

CRUISE SHIP TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES - REVENUE</u>					
20-310-4008 CRUISE SHIP TAX	.00	.00	800,000.00	800,000.00	.0
TOTAL TAXES - REVENUE	.00	.00	800,000.00	800,000.00	.0
<u>INVESTMENT EARNINGS</u>					
20-360-4900 EARNINGS ON INVESTMENT	.00	.00	15,044.00	15,044.00	.0
TOTAL INVESTMENT EARNINGS	.00	.00	15,044.00	15,044.00	.0
TOTAL FUND REVENUE	.00	.00	815,044.00	815,044.00	.0

CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

CRUISE SHIP TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DONATIONS - SUPPORT</u>					
20-400-8240 MUSEUM SUPPORT - DONATIONS	.00	.00	10,000.00	10,000.00	.0
TOTAL DONATIONS - SUPPORT	.00	.00	10,000.00	10,000.00	.0
<u>TRANSFERS OUT</u>					
20-990-9990 TRANSFER TO GENERAL FUND	158,000.00	158,000.00	158,000.00	.00	100.0
20-990-9993 TRANSFER TO PUBLIC SFTY BLDG	.00	.00	2,500,000.00	2,500,000.00	.0
TOTAL TRANSFERS OUT	158,000.00	158,000.00	2,658,000.00	2,500,000.00	5.9
TOTAL FUND EXPENDITURES	158,000.00	158,000.00	2,668,000.00	2,510,000.00	5.9
NET REVENUE OVER EXPENDITURES	( 158,000.00)	( 158,000.00)	( 1,852,956.00)	( 1,694,956.00)	( 8.5)



CITY OF WHITTIER  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

RAILROAD STATION IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT REVENUE</u>					
22-330-4000 GRANT REVENUES 10-DC-032	.00	.00	280,817.00	280,817.00	.0
TOTAL GRANT REVENUE	.00	.00	280,817.00	280,817.00	.0
TOTAL FUND REVENUE	.00	.00	280,817.00	280,817.00	.0

CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

RAILROAD STATION IMPROVEMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT EXPENDITURES</u>					
22-900-8200 GRANT EXPENDITURES 10-DC-032	.00	.00	280,817.00	280,817.00	.0
TOTAL GRANT EXPENDITURES	.00	.00	280,817.00	280,817.00	.0
TOTAL FUND EXPENDITURES	.00	.00	280,817.00	280,817.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF WHITTIER  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

COMMUNITY DEVELOPMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT REVENUES</u>					
24-330-4000 GRANT REVENUES 09-RR-022	.00	.00	25,482.00	25,482.00	.0
TOTAL GRANT REVENUES	.00	.00	25,482.00	25,482.00	.0
TOTAL FUND REVENUE	.00	.00	25,482.00	25,482.00	.0

CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

COMMUNITY DEVELOPMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT EXPENDITURES</u>					
24-900-9200 GRANT EXPENDITURES 09-RR-022	.00	.00	25,482.00	25,482.00	.0
TOTAL GRANT EXPENDITURES	.00	.00	25,482.00	25,482.00	.0
TOTAL FUND EXPENDITURES	.00	.00	25,482.00	25,482.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF WHITTIER  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

PUBLIC WORKS/SAFETY COMPLEX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GRANT REVENUE</u>					
29-330-4010 GRANT REVENUE - STATE DCCED	.00	.00	1,939,729.00	1,939,729.00	.0
TOTAL GRANT REVENUE	.00	.00	1,939,729.00	1,939,729.00	.0
<u>TRANSFERS FROM OTHER FUNDS</u>					
29-390-4982 TRANSFER IN	.00	.00	2,500,000.00	2,500,000.00	.0
TOTAL TRANSFERS FROM OTHER FUNDS	.00	.00	2,500,000.00	2,500,000.00	.0
TOTAL FUND REVENUE	.00	.00	4,439,729.00	4,439,729.00	.0

CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

PUBLIC WORKS/SAFETY COMPLEX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL EXPENDITURES</u>					
29-600-9200 CAPITAL EXPENDITURES-PUBLIC WO	.00	.00	4,439,729.00	4,439,729.00	.0
TOTAL CAPITAL EXPENDITURES	.00	.00	4,439,729.00	4,439,729.00	.0
TOTAL FUND EXPENDITURES	.00	.00	4,439,729.00	4,439,729.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF WHITTIER  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

SHOTGUN COVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STATE GRANT REVENUE</u>					
30-320-4068 GRANT REV- IV 13-DC-608	.00	.00	1,191,999.00	1,191,999.00	.0
30-320-4070 GRANT REV PHS V 15-DC-160	.00	.00	2,000,000.00	2,000,000.00	.0
TOTAL STATE GRANT REVENUE	.00	.00	3,191,999.00	3,191,999.00	.0
<u>FEDERAL GRANT REVENUE WFL</u>					
30-350-4063 GRANT REV - PH III	.00	.00	1,951,875.00	1,951,875.00	.0
TOTAL FEDERAL GRANT REVENUE WFL	.00	.00	1,951,875.00	1,951,875.00	.0
TOTAL FUND REVENUE	.00	.00	5,143,874.00	5,143,874.00	.0

CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

SHOTGUN COVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STATE GRANT EXPENDITURES</u>					
30-820-8204 GRANT EXP PHS IV 13-DC-508	.00	.00	1,191,999.00	1,191,999.00	.0
30-820-8542 GRANT EXP PHS V 15-DC-160	.00	.00	2,000,000.00	2,000,000.00	.0
TOTAL STATE GRANT EXPENDITURES	.00	.00	3,191,999.00	3,191,999.00	.0
<u>FEDERAL GRANT EXPENDITURES WFL</u>					
30-850-8543 CAPITAL OUTLAY - SHOTGUN COVE	.00	.00	1,951,875.00	1,951,875.00	.0
TOTAL FEDERAL GRANT EXPENDITURES WF	.00	.00	1,951,875.00	1,951,875.00	.0
TOTAL FUND EXPENDITURES	.00	.00	5,143,874.00	5,143,874.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0



CITY OF WHITTIER  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

WATER AND WASTEWATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
50-340-4300 WATER SERVICE CHARGES	5,784.42	5,784.42	295,000.00	289,215.58	2.0
50-340-4350 WASTE WATER SERVICE CHARGES	4,401.32	4,401.32	155,000.00	150,598.68	2.8
50-340-4500 ENTERPRISE-PERMIT FEES	.00	.00	100.00	100.00	.0
TOTAL CHARGES FOR SERVICES	10,185.74	10,185.74	450,100.00	439,914.26	2.3
<u>MISCELLANEOUS</u>					
50-360-4901 INTEREST ON BANK ACCOUNTS	.00	.00	5,000.00	5,000.00	.0
50-360-4910 MISCELLANEOUS INCOME	124.87	124.87	.00	( 124.87)	.0
TOTAL MISCELLANEOUS	124.87	124.87	5,000.00	4,875.13	2.5
TOTAL FUND REVENUE	10,310.61	10,310.61	455,100.00	444,789.39	2.3

CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

WATER AND WASTEWATER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATION EXPENSES</u>					
50-800-6000 SALARIES & WAGES	19,252.64	19,252.64	171,828.00	152,575.36	11.2
50-800-6030 FICA TAXES	279.17	279.17	2,491.00	2,211.83	11.2
50-800-6040 WORKER'S COMP.	130.96	130.96	7,197.00	7,066.04	1.8
50-800-6050 ESC TAXES	409.62	409.62	2,775.00	2,365.38	14.8
50-800-6060 HEALTH & LIFE INSURANCE	5,128.50	5,128.50	33,390.00	28,261.50	15.4
50-800-6070 PERS RETIREMENT	4,197.03	4,197.03	37,802.00	33,604.97	11.1
50-800-6410 INSURANCE - LIABILITY	.00	.00	1,469.00	1,469.00	.0
50-800-6420 INSURANCE - AUTO	.00	.00	2,025.00	2,025.00	.0
50-800-6490 INSURANCE - CLAIMS DEDUCTIBLE	.00	.00	5,000.00	5,000.00	.0
50-800-6540 LICENSES & PERMITS	.00	.00	1,400.00	1,400.00	.0
50-800-6565 OUTSIDE CONTRACTORS	.00	.00	10,000.00	10,000.00	.0
50-800-6570 PHYSICAL EXAMS	.00	.00	500.00	500.00	.0
50-800-6580 POSTAGE	16.15	16.15	250.00	233.85	6.5
50-800-6740 SMALL TOOLS	.00	.00	2,500.00	2,500.00	.0
50-800-6750 TESTING WATER/SEWER	.00	.00	5,000.00	5,000.00	.0
50-800-6770 TRAVEL, TRAINING & DEV.	.00	.00	5,000.00	5,000.00	.0
50-800-7100 REPAIRS - BUILDING	.00	.00	5,000.00	5,000.00	.0
50-800-7350 REPAIRS - EQUIPMENT	.00	.00	8,000.00	8,000.00	.0
50-800-7650 REPAIRS - SYSTEM	.00	.00	5,000.00	5,000.00	.0
50-800-7750 GAS & OIL - VEHICLES	.00	.00	3,500.00	3,500.00	.0
50-800-8550 SUPPLIES - OFFICE	.00	.00	500.00	500.00	.0
50-800-8950 UNIFORMS	.00	.00	400.00	400.00	.0
50-800-8970 SUPPLIES - SAFETY	.00	.00	2,500.00	2,500.00	.0
50-800-8995 SUPPLIES & MATERIALS	.00	.00	4,000.00	4,000.00	.0
50-800-9010 UTILITIES - ELECTRICITY	.00	.00	32,250.00	32,250.00	.0
50-800-9040 UTILITIES - HEATING FUEL	.00	.00	13,500.00	13,500.00	.0
50-800-9070 UTILITIES - TELEPHONE	.00	.00	500.00	500.00	.0
50-800-9900 INTERDEPARTMENT SUPPORT	3,792.50	3,792.50	45,510.00	41,717.50	8.3
TOTAL OPERATION EXPENSES	33,206.57	33,206.57	409,287.00	376,080.43	8.1
<u>CAPITAL OUTLAY - FROM RESERVE</u>					
50-900-9580 CAPITAL OUTLAY - VEHICLES	.00	.00	495,000.00	495,000.00	.0
TOTAL CAPITAL OUTLAY - FROM RESERVE	.00	.00	495,000.00	495,000.00	.0
TOTAL FUND EXPENDITURES	33,206.57	33,206.57	904,287.00	871,080.43	3.7
NET REVENUE OVER EXPENDITURES	( 22,895.96)	( 22,895.96)	( 449,187.00)	( 426,291.04)	( 5.1)

CITY OF WHITTIER  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>CHARGES FOR SERVICES</b>					
51-340-4251 USER FEES & PERMITS	.00	.00	75.00	75.00	.0
51-340-4401 MOORAGE - PREFERENTIAL	628,325.40	628,325.40	420,000.00	( 208,325.40)	149.6
51-340-4402 MOORAGE - TRANSIENT	7,298.90	7,298.90	440,000.00	432,701.10	1.7
51-340-4403 BOAT LIFT FEES	.00	.00	13,000.00	13,000.00	.0
51-340-4404 UTILITY FEES	5,250.38	5,250.38	60,000.00	54,749.62	8.8
51-340-4406 WHARFAGE FEES	2,753.30	2,753.30	10,000.00	7,246.70	27.5
51-340-4407 VESSEL TOW FEES	.00	.00	500.00	500.00	.0
51-340-4408 USED OIL COLLECTION F	60.80	60.80	1,200.00	1,139.20	5.1
51-340-4409 WAITING LIST FEES	13,600.00	13,600.00	18,000.00	4,400.00	75.6
51-340-4410 PUMP OUT FEES	375.00	375.00	500.00	125.00	75.0
51-340-4411 LAUNCH FEES	2,590.00	2,590.00	100,000.00	97,410.00	2.6
51-340-4412 SHOWERS	8.00	8.00	2,500.00	2,492.00	.3
51-340-4413 GRID	.00	.00	1,000.00	1,000.00	.0
51-340-4414 VESSEL MAINTENANCE	.00	.00	6,000.00	6,000.00	.0
51-340-4415 DRY STORAGE FEES	564.00	564.00	4,000.00	3,436.00	14.1
51-340-4416 PARKING - ANNUAL	.00	.00	73,000.00	73,000.00	.0
51-340-4418 USER FEES	24.00	24.00	4,000.00	3,976.00	.6
51-340-4426 PARKING DAILY	649.00	649.00	60,000.00	59,351.00	1.1
51-340-4445 MISC. SERVICES	75.00	75.00	1,000.00	925.00	7.5
<b>TOTAL CHARGES FOR SERVICES</b>	<b>661,573.78</b>	<b>661,573.78</b>	<b>1,214,775.00</b>	<b>553,201.22</b>	<b>54.5</b>
<b>LEASES INCOME</b>					
51-345-4512 LEASE - ARRC NET OF RR SHARE	.00	.00	66,000.00	66,000.00	.0
<b>TOTAL LEASES INCOME</b>	<b>.00</b>	<b>.00</b>	<b>66,000.00</b>	<b>66,000.00</b>	<b>.0</b>
<b>OTHER REVENUE</b>					
51-360-4417 FUEL FLOAT INCOME	1,305.27	1,305.27	20,000.00	18,694.73	6.5
51-360-4900 INTEREST & LATE FEES ON A/R	.00	.00	4,000.00	4,000.00	.0
51-360-4901 INTEREST ON BANK ACCO	.00	.00	5,000.00	5,000.00	.0
51-360-4914 RESALE ITEMS	.00	.00	500.00	500.00	.0
<b>TOTAL OTHER REVENUE</b>	<b>1,305.27</b>	<b>1,305.27</b>	<b>29,500.00</b>	<b>28,194.73</b>	<b>4.4</b>
<b>TOTAL FUND REVENUE</b>	<b>662,879.05</b>	<b>662,879.05</b>	<b>1,310,275.00</b>	<b>647,395.95</b>	<b>50.6</b>

CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>HARBOR OPERATIONS EXP</u>					
51-800-6000 SALARIES & WAGES	38,921.20	38,921.20	461,555.00	422,633.80	8.4
51-800-6030 FICA TAXES	741.67	741.67	11,624.00	10,882.33	6.4
51-800-6040 WORKER'S COMP.	294.92	294.92	15,949.00	15,654.08	1.9
51-800-6050 ESC TAXES	840.01	840.01	10,391.00	9,550.99	8.1
51-800-6060 HEALTH & LIFE INSURANCE	12,481.12	12,481.12	94,500.00	82,018.88	13.2
51-800-6070 PERS RETIREMENT	7,933.52	7,933.52	84,080.00	76,146.48	9.4
51-800-6205 ADVERTISING	.00	.00	1,500.00	1,500.00	.0
51-800-6215 COLLECTION EXPENSE	.00	.00	5,000.00	5,000.00	.0
51-800-6220 BANK SERVICE CHARGES	.00	.00	14,000.00	14,000.00	.0
51-800-6260 BAD DEBT EXPENSE	.00	.00	10,000.00	10,000.00	.0
51-800-6280 DUES & SUBSCRIPTIONS	75.00	75.00	500.00	425.00	15.0
51-800-6410 INSURANCE - LIABILITY	.00	.00	62,256.00	62,256.00	.0
51-800-6420 INSURANCE - AUTO	.00	.00	2,638.00	2,638.00	.0
51-800-6440 INSURANCE - PROPERTY	.00	.00	16,158.00	16,158.00	.0
51-800-6490 INSURANCE CLAIMS-DEDU	.00	.00	5,000.00	5,000.00	.0
51-800-6540 ENTERPRISE-LICENSES & PERMITS	.00	.00	250.00	250.00	.0
51-800-6565 OUTSIDE CONTRACTORS	.00	.00	25,000.00	25,000.00	.0
51-800-6570 PHYSICAL EXAMS	173.00	173.00	500.00	327.00	34.6
51-800-6580 POSTAGE	318.70	318.70	2,500.00	2,181.30	12.8
51-800-6635 PROF. FEES - COMPUTER SUPPORT	.00	.00	5,000.00	5,000.00	.0
51-800-6636 PROF FEES - WEB SITE	.00	.00	2,500.00	2,500.00	.0
51-800-6650 PROF. FEES - LEGAL	.00	.00	10,000.00	10,000.00	.0
51-800-6700 PUBLICATIONS&SUBS.	.00	.00	350.00	350.00	.0
51-800-6730 EQUIPMENT RENTAL	.00	.00	2,000.00	2,000.00	.0
51-800-6740 SMALL TOOLS	.00	.00	3,000.00	3,000.00	.0
51-800-6770 TRAVEL, TRAINING & DEV.	3,011.00	3,011.00	4,000.00	989.00	75.3
51-800-6780 WASTE DISPOSAL - EVOS	.00	.00	2,000.00	2,000.00	.0
51-800-7100 REPAIRS - BUILDINGS	1,114.00	1,114.00	3,000.00	1,886.00	37.1
51-800-7350 REPAIRS - EQUIPMENT	937.06	937.06	16,000.00	15,062.94	5.9
51-800-7400 REPAIRS - VEHICLES	.00	.00	2,000.00	2,000.00	.0
51-800-7500 PARKING LOT MAINTENANCE	.00	.00	1,500.00	1,500.00	.0
51-800-7610 REPAIRS - UTILITIES	.00	.00	6,000.00	6,000.00	.0
51-800-7750 GAS & OIL - VEHICLES	.00	.00	9,300.00	9,300.00	.0
51-800-7820 REPAIRS - DOCKS	.00	.00	20,000.00	20,000.00	.0
51-800-8150 SUPPLIES - CONSUMABLE	.00	.00	8,000.00	8,000.00	.0
51-800-8151 SUPPLIES - CONSUMABLE - SERVS	.00	.00	1,750.00	1,750.00	.0
51-800-8200 SUPPLIES - PARKING	.00	.00	4,000.00	4,000.00	.0
51-800-8400 SUPPLIES - FIRE SUPPRESSION	.00	.00	7,000.00	7,000.00	.0
51-800-8550 SUPPLIES - OFFICE	.00	.00	6,000.00	6,000.00	.0
51-800-8750 SUPPLIES - PRINTING	.00	.00	1,500.00	1,500.00	.0
51-800-8800 SUPPLIES - RESALE ITEMS	.00	.00	500.00	500.00	.0
51-800-8950 SUPPLIES - UNIFORMS	.00	.00	2,000.00	2,000.00	.0
51-800-8970 SUPPLIES - SAFETY	.00	.00	2,000.00	2,000.00	.0
51-800-9000 UTILITIES - INTERNET	243.00	243.00	7,000.00	6,757.00	3.5
51-800-9010 UTILITIES - ELECTRICITY	.00	.00	60,000.00	60,000.00	.0
51-800-9040 UTILITIES - HEATING FUEL	.00	.00	4,500.00	4,500.00	.0
51-800-9050 UTILITIES - SOLID WASTE	.00	.00	80,000.00	80,000.00	.0
51-800-9070 UTILITIES - TELEPHONE	263.19	263.19	6,000.00	5,736.81	4.4
51-800-9095 UTILITIES - WATER/WASTEWATER	.00	.00	25,000.00	25,000.00	.0
51-800-9510 SNOW REMOVAL	.00	.00	35,000.00	35,000.00	.0
51-800-9900 INTERDEPARTMENT SUPPORT	10,919.00	10,919.00	131,028.00	120,109.00	8.3

CITY OF WHITTIER  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 1 MONTHS ENDING JANUARY 31, 2016

SMALL BOAT HARBOR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL HARBOR OPERATIONS EXP	78,266.39	78,266.39	1,291,329.00	1,213,062.61	6.1
CAPITAL OUTLAY - FROM RESERVE					
51-900-9510 CAPITAL OUTLAY - BLDG & FACIL	.00	.00	120,000.00	120,000.00	.0
51-900-9520 CAPITAL OUTLAY - EQUIPMENT	.00	.00	150,000.00	150,000.00	.0
51-900-9530 CAPITAL OUTLAY - COMP	.00	.00	5,000.00	5,000.00	.0
TOTAL CAPITAL OUTLAY - FROM RESERVE	.00	.00	275,000.00	275,000.00	.0
TOTAL FUND EXPENDITURES	78,266.39	78,266.39	1,566,329.00	1,488,062.61	5.0
NET REVENUE OVER EXPENDITURES	584,612.66	584,612.66	( 256,054.00)	( 840,666.66)	228.3



## **CITY OF WHITTIER HARBOR**

P.O. Box 639 Whittier, Alaska 99693  
907-472-2327, ext 6; Fax 907-472-2472  
E-Mail: [harbormaster@whittieralaska.gov](mailto:harbormaster@whittieralaska.gov)

February 11, 2016

From: Harbormaster  
To: City Manager

Subj: Monthly Harbor Report

### **Administration:**

- We are continuing to pursue past due accounts through small claims court. One impound notice was mailed and posted for lack of payment.
- New harbor management software was installed January 20. The staff is undergoing training on the new system. Data was transferred from the old system, but then we discovered there were many duplicate accounts and accounts with incorrect information. The staff is working to correct this information before going "live" with the system, anticipated for March 1.
- There were a few phone calls and emails regarding changes to the Passenger Transportation Business Tax (PTBT). The harbor mailed a letter to all affected businesses explaining the changes.

### **Harbor:**

- Travel lift is fully operational.
- The former East gangway has been closed off on the North end to create an observation platform. The platform is safe for the public, but some additional cosmetic work will continue.
- New wire rope and associated hardware was installed on the city dock crane.
- Staff replaced bolts on some B float fingers in an attempt level them, but additional work will be required since the wood on the float is deteriorated and will have to be replaced.
- The water pump on the generator failed during the power outage resulting from the January 24 earthquake, requiring the generator to be shut down. Bonifacio Paz discovered the leak and shut the generator down to prevent additional damage. The water pump was replaced. During the replacement, other items were found to need attention, but I intend to defer these items since the generator is expected to be replaced this year.

### **Meetings attended:**

- Small claims court
- Greater Whittier Chamber of Commerce

Copy to:  
File



# THE CITY OF WHITTIER

Gateway to the Western Prince William Sound

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

## MEMORANDUM

To: Mark Lynch, City Manager  
From: David M. Schofield, Director of Public Safety  
Re: Monthly Public Safety Council Report  
Date: 12 February 2016

### POLICE

Theft	1	Paper Service	3
Public Assist	7	Probation Violation	2
Motorist Assist	6	Criminal Trespass	4
Arrest Warrants	2	Harassment	2
Welfare Check	9	Medical Assist	5
Violating a protective order	2	Assault	1

The Police Department is working on a grant through the Alaska Highway Safety Office to provide additional equipment and overtime hours to our officers to better enforce traffic regulations and DUIs on the state highway specifically during holiday weekends during the summer.

### FIRE/EMS REPORT

#### 8 EMS calls

2 Advanced life support  
6 Basic life support

#### 1 Fire calls

1 Public Assistance

1 CPR/ First Aid class.

Annual Fire Department registration submitted and approved by State of Alaska.

Ambulance recertified by State of Alaska as Basic Life Support with Advanced Life Support sometimes.

3 members recertified as Firefighter Instructors.

Annual Blood Borne Pathogens, HAZMAT Awareness and SCBA refreshers completed by membership.



CITY OF WHITTIER  
ORDINANCE #03-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHITTIER,  
ALASKA REPEALING WHITTIER MUNICIPAL CODE CHAPTER 8.24,  
"TRAILERS AND TRAILER CAMPS," AND AMENDING WHITTIER  
MUNICIPAL CODE CHAPTER 12.12, "PUBLIC  
CAMPGROUNDS," AUTHORIZING THE CITY TO UPDATE CAMPSITE FEES  
VIA RESOLUTION, LIMITING RECREATIONAL VEHICLE USE TO POSTED  
CAMPING AREAS, AND INCORPORATING RECREATIONAL VEHICLE USE  
LAWS FROM WHITTIER MUNICIPAL CODE 8.24.

WHEREAS, it is in the City's best interest to offer campsites to its  
visitors and residents and to have clear requirements regarding the use of  
such campsites.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of  
Whittier, that:

Section 1. Classification. This Ordinance is a permanent code ordinance.

Section 2. Amendment of Section. Whittier Municipal Code Section 12.12, is  
amended to read as follows:

8.12.010 Definitions

For the purposes of this chapter the following words and phrases are defined as follows:

"Authorized officer" refers to the City Manager or the City Manager's designee.

"Camping" or "to camp" or any word or phrase corollary thereto means: (1) to remain overnight in any place other than within a permanent building affixed to the ground and designed for human habitation; (2) to park any ~~vehicular trailer~~ recreational vehicle designed for human habitation irrespective of the length of time of such parking; (3) to kindle, light, burn or maintain any campfire, bonfire, cooking fire or any other fire, flame or blaze whatever and including any fire or flame produced by any self-contained gasoline, liquid or aeriform gas or other chemical-fuel stove or other flame-producing appliance of any kind whatever and whether situated within or without any motor vehicle or vehicular trailer of any description.

41 "Camping unit" refers to a recreational vehicle as defined in this section,  
42 motorized vehicle, or tent.

43  
44 "Day," unless otherwise particularly qualified, refers to any 24-hour period commencing  
45 at the hour of 4:00 p.m. on any calendar day.

46  
47 "Month," unless otherwise particularly qualified, refers to any 31-day period  
48 commencing at the hour of 4:00 p.m. on any calendar day.

49  
50 "Recreational vehicle" means a vehicular-type unit primarily designed as a  
51 temporary living quarters for recreational, camping or travel use, which either has  
52 its own motive power or is mounted on or drawn by another vehicle. The basic  
53 entities are: travel trailer, camper, camping trailer, fifth-wheeler, truck camper,  
54 and motor home.

55  
56 "Season," unless otherwise particularly qualified, refers to the camping season for any  
57 calendar year.

58  
59 "User" means any and all persons, irrespective of age, camping within and upon any  
60 public campground.

61  
62 "Week," unless otherwise particularly qualified, refers to any 168-hour period  
63 commencing at the hour of 4:00 p.m. on any calendar day.

64  
65 12.12.020 Camping prohibited except in public campgrounds.

66  
67 No person shall camp upon any land ~~owned, operated or maintained by the~~ within City  
68 ~~except within and~~ upon those lands designated as public campgrounds under the  
69 provisions of this chapter.

70  
71 12.12.030 Designation of public campgrounds.

72  
73 The City Council by its resolution may designate the location and limits of public  
74 campgrounds within and upon any lands owned, operated or maintained by the City and  
75 which campgrounds shall thereafter be open to public camping. The said Council by its  
76 resolution may further designate which of said campgrounds shall be for the free use of  
77 the general public and which of such campgrounds shall be subject to a charge for  
78 camping thereon.

79  
80 12.12.040 Rules and regulation – Compliance.

82 The City Council by its resolution may establish rules and regulations for the  
83 administration of all lands so designated by it as public campgrounds. All persons using  
84 or occupying such public campgrounds shall fully comply with all such rules and  
85 regulations so established. All such rules and regulations shall be administered by  
86 the City Manager or the City Manager's designee ~~department and its authorized~~  
87 ~~officers.~~

88  
89 12.12.050 Campsites – Regulations.

90  
91 A. Each public campground designated under the provisions of this chapter shall be  
92 divided into individual campsites each consisting of not less than 700 square feet in area  
93 and of such particular shape and location as shall be determined by this chapter.

94  
95 B. Each such individual campsite shall not be occupied by more than 15 persons.

96  
97 C. Unless specified otherwise in this code regarding campsites at particular  
98 campgrounds, each individual campsite shall not be occupied by more than two motor  
99 vehicles and one ~~two vehicular trailers~~ recreational vehicle of any description.

100  
101 D. A group campsite shall be designated as such by the ~~department~~ City and shall  
102 consist of an area capable of handling up to 15 vehicles and 150 people.

103  
104 12.12.060 Posting.

105  
106 The ~~department~~ City, by appropriate signs posted upon the ground, shall clearly mark all  
107 those areas designated as public campgrounds under the provisions of this chapter. ~~Such~~  
108 ~~signs shall clearly distinguish between free public campgrounds and those campgrounds~~  
109 ~~for the use of which a charge is made. The department, by other appropriate signs posted~~  
110 ~~upon the ground, shall clearly mark as "no camping" areas all other park or recreation~~  
111 ~~areas not so designated as public campgrounds.~~

112  
113 12.12.070 Camping charges.

114  
115 In any public campground designated by the City Council as a camping area for the use  
116 of which a charge shall be paid by the user thereof for the use of each individual or  
117 group campsite therein in the amount and in the manner as follows:

118  
119 A. Fees for the use of campsites will be established by resolution ~~noncode ordinance~~;

121 B. Payment shall be made in advance and immediately upon the commencement of  
122 occupancy of the campsite, and shall be in full for the entire period of time declared by  
123 the user as the period of occupancy intended by him; City campgrounds are designated  
124 as self-registration fee areas. Campers shall register and pay the established fees at  
125 the designated fee station before occupying a campsite. A valid camping permit  
126 must be visibly displayed and attached to all camping units or recreational vehicles  
127 at all times.

128  
129 C. The use of any campsite may be extended by any user thereof from day to day or  
130 week to week or month to month or seasonal upon payment of charges in advance for  
131 such extended period and which such advance payment shall be made prior to the hour  
132 of 12:00 noon on the calendar day on which the use of such campsite by such user would  
133 otherwise expire;

134  
135 D. No refund of any advance payment shall be made for any reason;

136  
137 ~~E. Payment of all camping charges prescribed by this chapter shall be paid by the user of~~  
138 ~~each individual campsite to the authorized officer who shall receipt in writing for such~~  
139 ~~payment upon forms prescribed by the department. A copy of such receipt shall be~~  
140 ~~delivered by the officer to user and such user shall post such copy upon a post provided~~  
141 ~~by the department upon each individual campsite. Such copy shall remain so posted~~  
142 ~~during the entire period of the tenancy of such campsite by the user thereof;~~

143  
144 F. The tenancy of any user of any public campground for which a charge is made under  
145 the provisions of this section shall terminate at the hour of 4:00 p.m. on the last calendar  
146 day of the tenancy for which the charge has been paid unless such tenancy has been  
147 extended under the provisions of subsection (C) of this section;

148  
149 G. Upon the termination of such tenancy, the user shall forthwith quit and surrender  
150 possession of the campsite previously occupied by him, and shall immediately remove  
151 therefrom all garbage, litter, refuse, rubbish, and personal property owned by him or in  
152 his possession.

153  
154 **12.12.075 Recreational Vehicles.**

155  
156 **No recreational vehicles used for sleeping or living purposes shall be parked for any**  
157 **period of time exceeding 24 hours except in a posted camp area and no cooking**  
158 **shall be done in any recreational vehicle outside of a posted camp site.**

159  
160 **12.12.076 Recreational Vehicle Waste Disposal.**

It shall be unlawful for any person occupying or using any recreational vehicle as a place of human habitation to drain or permit to be drained onto the ground any waste, sewage or other liquids or to deposit upon the ground any garbage, trash, drainage, or filth from the recreational vehicle.

12.12.080 Boat trailers.

No vehicular trailer designed or used for the transportation of any boat shall be parked for any length of time whatever in any public campground except when in the possession of a person camping therein. ~~A violation of this section constitutes an infraction.~~

12.12.090 Abandoned property.

Any personal property left unattended ~~which~~ for more than ~~72~~ 48 hours is left unattended by the owner or person entitled to the possession thereof upon any lands owned, operated or maintained by the City as a public park or recreation area, and whether within or without an area designated as a public campground, shall thereafter be impounded by the authorized officer and such property shall be considered abandoned and shall be disposed of by the authorized officer in the manner provided by this code Whittier Municipal Code Section 8.16.

12.12.092 Waste Disposal

It shall be unlawful for any person occupying or using any recreational vehicle to drain therefrom or permit to be drained therefrom onto the ground any waste, sewage, or other liquids or to deposit upon or in the ground any garbage, trash, drainage, or filth therefrom.

12.12.100 Violation – Penalty.

A. Any person violating any provision of this chapter or who, after reasonable notice of any rule or regulation adopted for the administration of any public campground, refuses or fails to comply with any such rule or regulation, is subject to a civil penalty not to exceed \$500.00, plus costs and actual attorney fees incurred by the City in the collection of the civil penalty assessed.

B. Each day during which any such violation or refusal or failure to comply with any such rule or regulation occurs or continues shall be deemed a separate offense for which separate prosecution may be had.

**Section 3. Repeal of Chapter. Whittier Municipal Code Chapter 8.24, Trailers and Trailer Camps, is repealed.**

**Section 4. Effective date. This ordinance shall be effective immediately upon adoption.**

**ENACTED this 16th day of February, 2016.**

**ATTEST:**

\_\_\_\_\_  
**Brenda Krol - City Clerk**

\_\_\_\_\_  
**Daniel Blair - Mayor**

**Ayes:**  
**Nays:**  
**Absent:**  
**Abstain:**

**[SEAL]**

CITY OF WHITTIER  
ORDINANCE NO. 01-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA AMENDING WHITTIER MUNICIPAL CODE SECTION 2.14.010, OPEN RECORDS; WHITTIER MUNICIPAL CODE SECTION 2.14.020, ACCESS AND INSPECTION OF RECORDS; WHITTIER MUNICIPAL CODE SECTION 2.14.030, COPIES OF RECORDS; AND WHITTIER MUNICIPAL CODE SECTION 2.14.050, EXEMPTIONS FOR PARTICULAR RECORDS; REGARDING PUBLIC ACCESS TO CITY RECORDS.

Section 1. **Classification.** This Ordinance is a permanent code ordinance.

Section 2. **Amendment of Section.** Whittier Municipal Code Section 2.14.010, Open records, is amended to read as follows:

2.14.010 Open records.

**A. Definition of public records.** Public records include books, papers, files, accounts, writings, including drafts and memorialization of conversations, and other items, regardless of format or physical characteristics, that are developed or received by the City, or by a private contractor for the City, and that are preserved for their informational value or as evidence of the organization or operation of the city; public records do not include proprietary software programs, reference documents, or transitory documents. In this section:

1. **"Reference document" means a writing or image that is acquired or created solely for the purpose of creating or incorporation into a record, and includes, without limitation, notes, calculations, and working papers.**

2. **"Transitory document" means a writing or image that after its immediate use has no value as evidence of the organization, function, policies, decisions, procedures, operations, or other activities of the City, and includes without limitation transmittals, suspense copies when a reply has been received, routine requests for information, and routine appointment and scheduling requests.**

**B. Public records open to inspection.** Except as provided by WMC 2.14.050, or by other provision of municipal, State or Federal law, the public books, records, papers, files, accounts, writings and transactions of the City are open to inspection by the public under reasonable rules during regular office hours. The City of Whittier recognizes the competing interest of personal privacy and the right of the public to have access to information concerning the conduct of the people's business.

Section 3. **Amendment of Section.** Whittier Municipal Code Section 2.14.020, Access and inspection of records, is amended to read as follows:

2.14.020 Access and inspection of records.

Public records may be inspected at the City office where the records are kept during the regular office hours of that particular office. All City officers and employees shall, consistent with the orderly conduct of City business, make a good faith and diligent

47 effort to respond to requests for inspection of records made pursuant to this code. If  
48 the City office is unable to produce the documents at the time of request an  
49 appointment shall be made to produce the documents no later than **five working days**  
50 **after 72 hours from** the time of request and any items requested not produced and not  
51 denied shall receive a written reason and attempt to reschedule delivery of items. If  
52 ~~one or more requests by a single requester or agent of a requester within a calendar~~  
53 ~~month are anticipated to require more than four person hours to complete, the City~~  
54 ~~may require the requester to pay costs for the period in excess of four hours. The costs~~  
55 ~~may not exceed the unit cost of salary and benefits for employees who are involved in~~  
56 ~~the search. Except in the case of news organizations, authorized search costs must be~~  
57 ~~paid before the records are searched.~~

58  
59  
60 **Section 4. Amendment of Section.** Whittier Municipal Code Section 2.14.030,  
61 Copies of records, is amended to read as follows:

62  
63 **2.14.030 Copies of records; Costs of search and copying.**

64 A Certified Copies. The City Clerk shall give, on request and payment of costs, a  
65 certified copy of any public records required to be disclosed under this code.

66 B. Photographic or Other Copies. The City shall provide copies of records only at the  
67 request of the requester and at the requester's expense. **Except as otherwise**  
68 **provided in this section, the fee for copying public records may not exceed the**  
69 **standard unit cost of duplication established by the City Manager.**

70 C. **If the production of records for one requester in a calendar month exceeds**  
71 **five person-hours, the City shall require the requester to pay the personnel costs**  
72 **required during the month to complete the search and copying tasks. The**  
73 **personnel costs may not exceed the actual salary and benefit costs for the**  
74 **personnel time required to perform the search and copying tasks. The requester**  
75 **shall pay the fee before the records are disclosed, and the City may require**  
76 **payment in advance of the search.** Charge for Copies. The charge for copies  
77 (whether certified or not) may not exceed the cost to the City, which cost may include  
78 photocopy, clerical and other costs directly related to the provision of the copies.  
79 Payment for copies must be received before making the copies, except in the case of a  
80 request from an employee or agent of a news organization. The City Clerk is  
81 authorized to establish rates and charges for copies of public records, both certified  
82 and photographic, and for clerical time as set forth in WMC 2.14.020 and in  
83 subsections (A) and (B) of this section. The City Clerk may, in his or her discretion,  
84 waive charges for incidental copies.

85 D. **The City Manager may reduce or waive a fee when the City Manager**  
86 **determines that the reduction or waiver is in the public interest. Fee reductions**  
87 **and waivers shall be uniformly applied among persons who are similarly**  
88 **situated. The City Manager may waive a fee of \$5 or less if the fee is less than the**  
89 **cost to the City to arrange for payment.**

90  
91 **Section 5. Amendment of Section.** Whittier Municipal Code Section 2.14.050,  
92 Exemptions for particular records, is amended to read as follows:



2.14.050 Exemptions for particular records.

This ~~chapter does not~~ ~~code shall not be construed to~~ require disclosure of the following public records or information:

A. Confidential or privileged public records. Public records containing information which is accorded confidential or privileged status under this code, or under state or federal law, are open to public inspection only in a manner that does not disclose such confidential or privileged information.

B. Public records sought by a party involved in litigation shall be disclosed in accordance with the rules of procedure applicable in a court or administrative adjudication. In this subsection, "involved in litigation" means a party to litigation or a party representing a party to litigation, including a person who is obtaining records for the party. Personnel, payroll or medical files which reveal the financial or medical status of any specific individual, the release of which would constitute an unwarranted invasion of privacy.

CB. Records of vital statistics and adoption proceedings.

DC. Records pertaining to juveniles.

ED. Medical and related public health records.

FE. Records required to be kept confidential by Federal law or regulation or by State law.

F. Trade secrets.

G. Patented and/or copyrighted material.

H. Organized, coordinated, collated, modified, created, interpreted or compiled information. Nothing in this chapter requires an agency to organize, coordinate, collate, modify, create, interpret or compile records requested. Only a literal or verbatim record need be provided.

G. Law enforcement records. Public records compiled or maintained for law enforcement purposes are open to inspection and disclosure, except that such disclosure shall not be made if disclosure of the records:

1. Could reasonably be expected to interfere with enforcement proceedings;
2. Would deprive a person of a right to a fair trial or impartial adjudication;
3. Could reasonably be expected to constitute an unwarranted invasion of the personal privacy of a suspect, defendant, victim, or witness;
4. Could reasonably be expected to disclose the identity of a confidential source;
5. Would disclose confidential techniques and procedures for law enforcement investigations or prosecutions;
6. Would disclose guidelines for law enforcement investigations or prosecutions if the disclosure could reasonably be expected to risk circumvention of the law.

H. Security records. Records or information pertaining to a plan, program, or procedures for establishing, maintaining, or restoring security in the City, or to a detailed description or evaluation of systems, facilities, or infrastructure in the City, but only to the extent that the production of the records or information

1. Could reasonably be expected to interfere with the implementation or enforcement of the security plan, program, or procedures;
2. Would disclose confidential guidelines for investigations or enforcement and the disclosure could reasonably be expected to risk circumvention of the law; or

139 3. Could reasonably be expected to endanger the life or physical safety of an  
140 individual or to present a real and substantial risk to the public health and  
141 welfare.

142 I. Identity of complainants.

143 1. The name, address, telephone number, or other identifying information  
144 about complainants in actions to enforce building, environmental, or other City  
145 ordinances or regulations and State statutes or regulations are not open to public  
146 inspection.

147 2. This subsection does not prohibit disclosure of the contents of the complaint,  
148 so long as the complainant is not identifiable.

149 3. This subsection does not prohibit the disclosure of the name of the  
150 complainant when such disclosure becomes necessary to the fair and just  
151 disposition of the charge or complaint in enforcement proceedings. Police  
152 investigation compiled by any agency as a part of an investigation of criminal activity,  
153 except that such records may be released to other governmental agencies if necessary  
154 for the proper administration of justice. Police information practices in regard to  
155 criminal justice information shall be governed by provisions AS 12.62.0910 et seq.

156 J. Harbor and utility customer records. Information in records maintained for  
157 City harbor facilities and City utilities regarding a specific identifiable customer,  
158 Records held by the City of Whittier or any public utility pertaining to any client,  
159 customer, tenant, operator, user or subscriber, the release of which would constitute an  
160 unwarranted invasion of privacy of that person or entity.

161 K. Records of engineering, marketing, accounting or other technical or financial  
162 data, which, if released, would provide a competitive advantage to any other persons  
163 or business engaged in similar or related activities.

164 KL. Records containing a trade secret or proprietary information which have  
165 been provided on condition that the a trade secret or proprietary information be  
166 maintained as confidential, are open to public inspection only in a manner that  
167 does not disclose the trade secret or proprietary information Proprietary  
168 information which a manufacturer, consultant or provider reasonably expects to be  
169 kept privileged or confidential to protect the property interests of persons providing  
170 the information or data.

171 LM. City personnel records, including employment application and  
172 examination materials, except for the following:

173 1. The name and position title of a City employee;

174 2. Prior positions held by a City employee;

175 3. Whether a City employee is in the classified or exempt service;

176 4. The date of appointment and separation of a City employee;

177 5. The compensation authorized for a City employee.

178 6. Employment applications for the positions of City Manager and department  
179 head.

180 7. A City employee may examine the employee's own personnel files and may  
181 authorize others to examine those files.

182 N. Communications between any agency and the City Attorney which contain legal  
183 questions concerning potential, pending or actual litigation. This subsection does not  
184 protect from disclosure documents which were public records prior to the

~~commencement of the litigation, and public records which are otherwise subject to disclosure may not be protected from disclosure by mere submission to the Attorney. Any documents marked "Confidential" which are submitted to the agency from the municipal Attorney's office shall only be produced if the City Attorney so authorizes.~~

**Section 6. Effective date.** This ordinance shall be effective immediately upon adoption.

ENACTED this \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Daniel Blair - Mayor

ATTEST:

[SEAL]

\_\_\_\_\_  
Brenda Krol - City Clerk

Ayes:

Nays:

Absent:

Abstain:

**CITY OF WHITTIER, ALASKA  
ORDINANCE #02-2016**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA REPEALING WHITTIER MUNICIPAL CODE SECTION 2.08.052 ENTITLED "PARTICIPATION BY TELECONFERENCE," AND AMENDING WHITTIER MUNICIPAL CODE SECTIONS 2.04.070 ENTITLED "EXCUSED ABSENCES," AND 2.04.075 ENTITLED "TELEPHONIC OR OTHER ELECTRONIC PARTICIPATION."**

**THE WHITTIER CITY COUNCIL HEREBY ORDAINS:**

**Section 1. Classification.** This Ordinance is permanent in nature and upon approval of the City Council shall be codified in the Whittier Municipal Code.

**Section 2. Repeal of Section 2.08.052.** Section 2.08.052 is hereby repealed.

**Section 3. Amendment of Section 2.04.070.** Section 2.04.070 is hereby amended to read as follows: [deletions in red strikethrough, additions underlined in red]

**2.04.070 Excused absences.**

**A.** A Council member's absence from a regular Council meeting may be excused only if:

1. The member is excused by motion of the Council at a regular meeting;
2. The absence occurs because the member was conducting authorized business on behalf of the City, in which case the absence will be automatically excused and the excusable absence will be noted in the minutes of the meeting at which the absence occurred.

**B.** No Council member may be excused from more than six regular meetings in a 12-month period unless the additional absences are necessitated by:

1. Education related to the member's occupation or profession;
2. Travel required by the member's occupation or profession;
3. Conditions of the member's employment which are beyond his control; or
4. Any injury or illness of the member or a member of his family.

**C.** No Council member may be excused from more than nine regular meetings in a 12-month period unless the additional absences are necessitated by an injury or illness of the member. However, the additional absences shall not be excused if the Council finds that the conduct of the City's business will be substantially impaired as a result of the absences.

~~D. A Council member who is participating in a Council meeting telephonically is not allowed to participate in executive sessions.~~

~~E.D.~~ Except as hereinafter provided, all Council member requests for an excused absence must be made in writing, including electronic facsimile transmission, or email delivered to the City Clerk.

~~F.E.~~ In the event of an absence resulting from an event beyond the control of the Council member, the Council member, within 14 days, may request in writing to be excused from a missed meeting.

**Section 4. Amendment of Section 2.04.075.** Section 2.04.075 is hereby amended to read as follows: [deletions in red strikethrough, additions underlined in red]

**2.04.075 Telephonic or other electronic participation.** A council member may participate in a regular or special meeting, including any Executive Session thereof, by telephonic or other electronic means. ~~Telephonic or other electronic participation is limited to four (4) times per year.~~

~~A. A request to participate in a regular or special meeting must be made in writing (hand-delivered request, mail or email) to the City Clerk, 3 hours in advance of the meeting.~~

**Section 5. Effective Date.** This ordinance shall be effective upon adoption.

**PASSED AND APPROVED** by a duly constituted quorum of the Whittier City Council on this 16<sup>th</sup> day of February, 2016.

\_\_\_\_\_  
Daniel Blair  
MAYOR

ATTEST:

\_\_\_\_\_  
Brenda Krol  
CITY CLERK

Ayes:  
Nays:  
Absent:  
Abstain:

**CITY OF WHITTIER  
RESOLUTION #04-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER,  
ALASKA, STATING THE RATE OF LEVY, DATE OF EQUALIZATION AND  
DATE WHEN TAXES BECOME DELINQUENT FOR THE 2016 TAX ROLE**

**WHEREAS**, AS 29.45.240 (a) requires that the council fix the rate of levy, date of equalization and date when taxes become delinquent by resolution;

**NOW THEREFORE**, the Whittier City Council resolves;

**Section 1:** There shall be levied on all taxable property within the City a property tax at the rate of 8.0 mills. The tax shall be levied and collected in accordance with AS 29.45 and WMC 3.12.

**Section 2:** The Board of Equalization shall meet on Tuesday, April 19th, 2016 at the Council Chambers located in the P-12 Building on Whittier Street commencing at 6:00 pm.

**Section 3:** The property taxes are delinquent if not paid by 6:00 pm October 31, 2016.

**PASSED AND APPROVED** by a duly constituted quorum of the City Council for the City of Whittier, Alaska on this 16th day of February 2016.

**Introduced By:** Mark Lynch  
**Introduction Date:** 16 February 2016

**ATTEST:**

\_\_\_\_\_  
Brenda Krol  
City Clerk

\_\_\_\_\_  
Daniel Blair  
Mayor

Ayes:  
Nays:  
Absent:  
Abstain:

**RESOLUTION #05-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER APPROVING THE AMENDMENT AND ASSIGNMENT OF THE GROUND LEASE OF WHITTIER HARBORVIEW BUSINESS AREA LOT 9 TO SHAWN PHILLIPS AND LARRY GILMAN.**

**WHEREAS**, the City of Whittier currently leases Whittier Harborview Business Area Lot 9 to Babs Reynolds dba Hobo Bay Trading Company ("Reynolds"), by Ground Lease dated May 27, 2009 (the "Ground Lease") and expiring on March 31, 2033; and

**WHEREAS**, Reynolds desires to assign all its right, title, and interest in the Ground Lease to Shawn Phillips and Larry Gilman (Phillips-Gilman); and

**WHEREAS**, the City's consent to the proposed assignment is required; and

**WHEREAS**, the parties wish to make certain amendments to the Ground Lease in conjunction with the assignment; and

**WHEREAS**, the City Council has reviewed the matter to its satisfaction and approves the amendments and assignment of the Ground Lease in substantially the manner set forth in the attached Lease Amendment and Assignment Agreement;

**NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

1. The proposed amendments and assignment of the Ground Lease are approved in substantially the manner set forth in the attached Lease Amendment and Assignment Agreement. The Mayor and City Manager are authorized and instructed to execute any documents necessary to effect the amendment and assignment consistent with the terms of this resolution.

**PASSED AND APPROVED THIS 16<sup>th</sup> DAY OF FEBRUARY, 2016.**

**ATTEST:**

\_\_\_\_\_  
Brenda Krol  
CITY CLERK

\_\_\_\_\_  
Daniel Blair  
MAYOR

Ayes:  
Nays:  
Absent:  
Abstain:

## LEASE AMENDMENT AND ASSIGNMENT AGREEMENT

LEASE AMENDMENT AND ASSIGNMENT AGREEMENT ("Amendment"), is made as of April 1, 2016, by and among the CITY OF WHITTIER, an Alaska municipal corporation ("Landlord"), whose address is P.O. Box 608, Whittier, AK 99693; BABS REYNOLDS, d.b.a. Hobo Bay Trading Company ("Reynolds"), whose mailing address is P.O. Box 665, Whittier, AK 99693; and SHAWN PHILLIPS and LARRY GILMAN ("Phillips/Gilman"), whose mailing address is P.O. Box 672, Whittier, AK 99693. The Landlord, Reynolds, and Phillips/Gilman are collectively referred to as the "Parties."

### RECITALS

WHEREAS, Landlord and Reynolds, as tenant, are parties to an Amended and Restated Lease Agreement dated May 27, 2009 ("Ground Lease"), in which Landlord leased to Reynolds and Reynolds leased from Landlord real property located in the City of Whittier and identified as Whittier Harborview Business Area Lot 9 and more particularly described in the Ground Lease; and

WHEREAS, Landlord and Reynolds entered into a Lease Amendment "B" ("Amendment B") dated January 28, 2010 that reduced the rent payable under the Ground Lease due to lot erosion; and

WHEREAS, the reduction in rent effected by Amendment B is no longer in effect because the Leased Premises has since been restored to its full usable area, and commencing with the effective date of this Amendment the rent under the Ground Lease shall be determined as provided in this Amendment; and

WHEREAS, at the request of Reynolds, the Whittier City Council approved Resolution #39-2013 on November 12, 2013, (i) amending Section 8 of the Ground Lease to provide that the time for compliance with the occupancy requirement of Section 8 is extended until December 31, 2014, and (ii) amending the first sentence of Section 16 of the Ground Lease to read as follows: "Lessee will be providing the following business services or sales: MISCELLANEOUS SERVICES, as may be approved in advance by the City, pursuant to lease requirements"; and

WHEREAS, upon execution of this lease amendment and assignment agreement, the Use of Premises set forth in section 16 of the Ground Lease shall be "RESTAURANT"; and

WHEREAS, the Ground Lease erroneously recites that the underlying Master Lease between the City and the Alaska Railroad Corporation expires November 12, 2035, when the correct expiration date is November 12, 2033, and the expiration of the term of the Ground Lease should be amended to conform to that date; and

WHEREAS, at the request of Reynolds, the Whittier City Council approved Resolution #33-2015 on January 20, 2015, amending Section 8 of the Ground Lease to provide that



the time for compliance with the occupancy requirement of Section 8 is extended until December 31, 2016; and

WHEREAS, Reynolds desires to assign all her right, title, and interest in the Ground Lease to Phillips/Gilman, who intends to operate a business permitted under the terms of the Ground Lease on the Leased Premises; and

WHEREAS, Landlord consents to the proposed assignment on the conditions set forth in this Amendment; and

WHEREAS, Phillips/Gilman, as the new tenant, has expressed his intent to be bound by the terms of this Agreement and the Ground Lease as previously amended and as amended hereby.

NOW, THEREFORE, THE PARTIES AGREE as follows:

1. Effective Date of Amendment. This Amendment shall take effect as of April 1, 2016, and Reynolds shall give possession of the Leased Premises to Phillips/Gilman on that date.

2. Assignment and Assumption. Reynolds assigns and transfers to Phillips/Gilman all her right, title, and interest in the Ground Lease, and Phillips/Gilman accepts the assignment and assumes and agrees to perform, from the date the Amendment becomes effective, as a direct obligation to Landlord, all the provisions of the Ground Lease as amended by this and any other prior agreements. Such direct obligation to Landlord shall be the joint and several obligation of Phillips/Gilman.

3. Landlord's Consent. Landlord consents to this Amendment and the assignment of the Ground Lease hereunder without waiving Landlord's right to consent to any future assignment or sublease as provided in Section 29 of the Ground Lease.

4. Reynolds's Liability. From and after the effective date of this Amendment, Reynolds shall have no further liability under the Ground Lease and shall be released from any and all obligations under the Ground Lease, and Phillips/Gilman shall assume all such liability, whether accruing before or after the effective date of this Amendment.

5. Reaffirmation of Ground Lease. Phillips/Gilman reaffirms and acknowledges the terms and conditions of the Ground Lease as previously amended and as amended herein, agrees to abide by such terms, and confirms to the Landlord that Phillips/Gilman is not aware of (i) any current default under the Ground Lease or event which with the passage of time or the giving of notice would constitute such a default, or (ii) any defense or offset to the obligations of the tenant under the Ground Lease.

6. Ground Lease Term. Section 4 of the Ground Lease is amended to change the term of the Ground Lease as follows:

4. Term. The term of this Lease shall commence from May 26, 2009 through and including March 31, 2033, unless sooner terminated as hereinafter provided, or renewed as provided in section 4.1 below. Whenever the word "term" is used in this Amended and Restated Lease it shall be deemed to describe the term in this section together with any exercised renewal period described in section 4.1 below.

4.1 Renewal. Should the Master Lease referenced above be renewed beyond its existing term, and provided Lessee is not in default hereunder, Lessee shall have the right to extend this Lease, for one additional period of thirty-five (35) years ("Renewal Period") but in no event to extend beyond the term of the Master Lease renewal upon the following terms and conditions:

4.1.1 Notice. Notice of the exercise of such right to renew shall be given no earlier than April 1, 2031 and no later than April 1, 2032.

4.1.2 Terms and Conditions. During the renewal period all terms and conditions will continue to apply and this Amended and Restated Lease shall continue to be subject to the termination provisions of section 2.4 of the Master Lease.

4.1.3 Renewal of Master Lease. Lessee may not extend the term of this Lease unless ARRC extends the term of the Master Lease.

7. Notices. Section 22 of the Ground Lease is amended to provide that notices to Lessee shall be given as follows:

Shawn Phillips and Larry Gilman  
P.O. Box 672  
Whittier, AK 99693  
Telephone: (907) 360-5006  
Facsimile/email: [custommarinesvcs@aol.com](mailto:custommarinesvcs@aol.com)

8. Rent and Rent Adjustments. Sections 5 and 6 of the Ground Lease are amended to read as follows:

5. Lease Payments. Lessee shall pay rent in the initial amount of \$210.00 per month, payable in advance of the first day of each calendar month commencing with the effective date of this Amendment, without notice or demand. If any payment of rent is not paid within five (5) days following the due date, the delinquent amount shall bear interest at the rate of eight percent (8%) per annum from the due date until the date of payment. Rent

shall not be withheld in whole or part because of an offset or counterclaim by the Lessee.

6. CPI Adjustment. Beginning on July 1, 2016, and annually on each July 1 thereafter during the term and any Renewal Period, the Rent Lessee shall pay Lessor shall increase or decrease by the percentage increase or decrease, if any, in the Consumer Price Index for All Urban Consumers, All Items, Anchorage, Alaska (1982-1984=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics (hereafter "CPI-U"), between the first and second prior calendar years. For example, the CPI-U adjustment on July 1, 2016 shall be based on a comparison of the CPI-U for 2014 with the CPI-U for 2015. The formula for the rental adjustment is as follows:

$$\begin{aligned} & \% \text{ of change in CPI-U} \times \text{Prior Year Rent} + \text{Prior} \\ & \text{Year Rent} = \text{Adjusted Rent for Lease Year} \end{aligned}$$

Application of the CPI-U adjustment may cause the Rent to increase or decrease. If the base index years for the CPI-U are changed by the Bureau of Labor Statistics so that comparison between the CPI-U for various years will be inaccurate, the CPI-U for the respective years shall be converted as necessary in accordance with the conversion factors published by the Bureau of Labor Statistics. If the CPI-U is discontinued, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI-U had not been discontinued.

9. Use of Premises. Section 16 of the Ground Lease shall be amended to read as follows:

16. Use of Premises. Lessee will be providing the following business services or sales: RESTAURANT. Lessee covenants that the Leased Premises will be used only for the purposes directly related to the services or sales stated above and related activities thereto and no other use whatsoever shall be made of the Leased Premises.

The Lessee further covenants that Lessee will neither cause, nor maintain nor permit any public or private nuisance to exist on the Leased Premises, nor will Lessee fail to maintain the land in an orderly, neat, and clean condition, free of hazard and nuisance. Trash, debris, unusable machinery, etc., will be disposed of as soon as practical. Building materials and supplies, will be neatly stacked and/or stored. Lessee shall not permit storage of any equipment or material on the Leased Premises not directly related to the business of Lessee.

10. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties and their successors and assigns, except as otherwise provided in the Ground Lease.

11. Effectiveness of the Ground Lease. Except as expressly modified by this Amendment, all other provisions of the Ground Lease, as previously amended, remain unchanged.

12. Representation of Authority. All parties to this Amendment represent to all the other parties that they are duly authorized to execute this Amendment for or on behalf of themselves or the party to the Ground Lease and this Amendment for whom they purport to sign.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth opposition their signatures hereto.

**CITY OF WHITTIER:**

By: \_\_\_\_\_  
Dan Blair  
Its: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mark Lynch  
Its: City Manager

Date: \_\_\_\_\_

**ASSIGNOR:**

\_\_\_\_\_  
Babs Reynolds, dba  
Hobo Bay Trading Company

Date: \_\_\_\_\_

**ASSIGNEES:**

\_\_\_\_\_  
Shawn Phillips

Date: \_\_\_\_\_

\_\_\_\_\_  
Larry Gilman

Date: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

On \_\_\_\_\_, 2016, Dan Blair and Mark Lynch, Mayor and City Manager of the City of Whittier, respectively, who are personally known to me, appeared and acknowledged before me that they signed this Amendment on behalf of the City.

\_\_\_\_\_  
Notary Public in/for Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

On \_\_\_\_\_, 2016, Shawn Phillips, who is personally known to me, appeared and acknowledged before me that he signed this Amendment.

\_\_\_\_\_  
Notary Public in/for Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

On \_\_\_\_\_, 2016, Larry Gilman, who is personally known to me, appeared and acknowledged before me that he signed this Amendment.

\_\_\_\_\_  
Notary Public in/for Alaska  
My Commission Expires: \_\_\_\_\_

**CITY OF WHITTIER, ALASKA  
RESOLUTION #06-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, ADOPTING THE CITY'S 2016 LOCAL PRIORITIES, AND FOR RELATED PURPOSES.**

**WHEREAS,** the Whittier City Council held a work session on January 19, 2016 to discuss and prioritize the City's 2016 local priorities; and

**WHEREAS,** it is the intent of the City Council to provide guidance to City administration concerning local priorities.

**NOW, THEREFORE BE IT RESOLVED,** by the City Council of Whittier, Alaska that the following local priorities are identified as the City of Whittier priorities for 2016:

1. Whittier Comprehensive Plan update
2. Completion of a new Public Safety Building
3. Continuation of Harbor Improvements

**BE IT FURTHER RESOLVED** that the City Manager is hereby instructed to work towards these priorities and take all appropriate steps to bring these goals to fruition.

**PASSED AND APPROVED** by a duly constituted quorum of the Whittier City Council on this 16<sup>th</sup> day of February, 2016.

**ATTEST:**

\_\_\_\_\_  
**Brenda Krol**  
City Clerk

\_\_\_\_\_  
**Daniel Blair**  
Mayor

Ayes:  
Nays:  
Absent:  
Abstain:

**CITY OF WHITTIER, ALASKA  
RESOLUTION #07-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, SUPPORTING THE PROPOSAL FOR WHITTIER POLICE TO PROVIDE POLICE PATROLS FOR GIRDWOOD, ALASKA.**

**WHEREAS**, the Alaska State Troopers have announced that they will withdraw coverage from the Girdwood Patrol Area effective June 30, 2016; and

**WHEREAS**, Girdwood's Public Safety Taskforce approached Whittier requesting that Whittier provide police services to the Girdwood Patrol Area for a negotiated annual fee; and

**WHEREAS**, several meetings have been held, including a presentation by the Girdwood Public Safety Taskforce to the Whittier City Council at the January 19, 2016 Whittier Regular City Council meeting; and

**WHEREAS**, the Anchorage Assembly will draft an Ordinance for consideration of Girdwood voters, to be placed on the April 2016 ballot, to authorize funding for police patrols in Girdwood; and

**WHEREAS**, the Whittier City Attorney was directed by the Whittier City Council to prepare a draft contract to provide police patrols to the Girdwood area for an annual fee; and

**WHEREAS**, if the aforementioned Ordinance is approved by Girdwood voters, and an acceptable contract is negotiated between Girdwood and Whittier, the City of Whittier would begin police patrols in the Girdwood area on July 1, 2016.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of Whittier, Alaska that the City of Whittier is willing and able to provide police patrols to the Girdwood area beginning July 1, 2016;

**BE IT FURTHER RESOLVED** that the City Manager is hereby directed to negotiate terms of a contract to provide police patrols to the Girdwood area for a fee negotiated between the parties and mutually agreeable.

**PASSED AND APPROVED** by a duly constituted quorum of the Whittier City Council on this 16<sup>th</sup> day of February, 2016.

**ATTEST:**

\_\_\_\_\_  
**Brenda Krol**  
**City Clerk**

\_\_\_\_\_  
**Daniel Blair**  
**Mayor**

Ayes:  
Nays:  
Absent:  
Abstain:





## THE CITY OF WHITTIER

*Gateway to Western Prince William Sound*

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

**To: Mayor and Common Council**

**From: Mark Lynch, City Manager**

**Subject: Public Safety Building**

**Date: February 12, 2016**

All,

After several months of value engineering we have determined that a build out to the level included in the original bid packet would best be provided to the City by S.R. Bales Construction, Inc. of Anchorage, Alaska. The amount to be approved is \$6,119,200. This includes a complete build out of all Police-Fire-EMS-Public Works- Council Chamber, as well as elevator and stairs. It does not include parking lot paving nor any administrative office space at this time, but allows for future expansion. There will be additional costs for utilities, project management, construction administration, inspections, contingencies, etc. This amount also does not include any bonding of the Contractor. This can be added for \$75,900 is desired.

Resolution #08-2016 will authorize the City Manager to enter into a contract to build this building.

Thank you,

Mark Lynch

**RESOLUTION #08-2016**

**A RESOLUTION OF THE WHITTIER CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH S.R. BALES CONSTRUCTION, INC. TO BUILD A PUBLIC SAFETY FACILITY FOR AN AMOUNT NOT TO EXCEED \$6,119,200.00.**

**WHEREAS**, the east end of the City of Whittier P-12 Building is unsafe to house Fire-Police-EMS; and

**WHEREAS**, an RFP was published in September of 2015, with a response deadline of October 14, 2015; and

**WHEREAS**, upon reviewing the bids the City Council determined that all bids exceeded the available budget and directed the City Manager to enter into value engineering with the three (3) lowest bidders as set forth in WMC 3.32.170; and

**WHEREAS**, after several months of value engineering, contractor S.R. Bales Construction, Inc. has been determined to provide the best value to the City of Whittier at the lowest cost; and

**WHEREAS**, this Agreement will result in a significant benefit to the public by enhancing the safety and wellbeing of the community.

**THEREFORE, BE IT RESOLVED**, that the Whittier City Council authorizes the City Manager to enter into a contract with S.R. Bales Construction, Inc. to build a Public Safety Facility with an amount not to exceed \$6,119,200.00.

**Introduced by: Mark Lynch, City Manager**

**Introduction date: 16 February 2016**

**Adopted this 16<sup>th</sup> day of February 2016**

**ATTEST:**

\_\_\_\_\_  
Brenda Krol  
City Clerk

\_\_\_\_\_  
Daniel Blair  
Mayor

Ayes:

Nays:

Absent:

Abstain:



## THE CITY OF WHITTIER

*Gateway to Western Prince William Sound*

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

**To: Mayor and Common Council**

**From: Mark Lynch, City Manager**

**Subject: FY 2015 Audit Services**

**Date: February 12, 2016**

All,

We have reviewed a number of potential Audit firms for our upcoming FY2015 audit. I am recommending Altman, Roger & Co. to perform the FY2015 audit.

Resolution #09-2016 will authorize the City Manager to enter into a professional services agreement for FY2015 audit services. A copy of their engagement letter is also attached.

Thank you,

Mark Lynch

February 4, 2016

City of Whittier Manager and Council  
PO Box 608  
Whittier, AK 99693

Dear City Manager and Council,

We are pleased to confirm our understanding of the services we are to provide City of Whittier for the year ended December 31, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Whittier as of and for the year ended December 31, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Whittier's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. If management chooses to present the MD&A as part of our engagement, we will apply certain limited procedures to City of Whittier's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis (if presented).
- 2) Schedule of City's Share of the Net Pension Liability – Public Employees' Retirement System
- 3) Schedule of City's Contributions – Public Employees' Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies City of Whittier's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) State schedule of financial assistance.
- 3) Additional supplementary information.

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit* reports on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit*. Both reports will state that they are not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit*, and will include tests of accounting records, a determination of major program(s) in accordance with *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit*, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of City of Whittier. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; state schedule of financial assistance; state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit*, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit*.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Whittier's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

*Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit* require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Whittier's major programs. The purpose of these procedures will be to express an opinion on City of Whittier's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit*.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, state schedule of financial assistance; and related notes of City of Whittier in conformity with U.S. generally accepted accounting principles, *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit* based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

## **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state schedule of financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles;<sup>c</sup> and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence, (4) unrestricted access to persons within the organization from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit*, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the start of the audit.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state schedule of financial assistance (including notes and noncash assistance received) in conformity with *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit*. You agree to



include our report on the schedule of expenditures of federal awards and state schedule of financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state schedule of financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state schedule of financial assistance that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards and state schedule of financial assistance no later than the date the schedule of expenditures of federal awards and state schedule of financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state schedule of financial assistance in accordance with *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit*; (2) you believe the schedule of expenditures of federal awards and state schedule of financial assistance, including its form and content, is fairly presented in accordance with *Uniform Guidance* and the *State of Alaska Audit Guide and Compliance Supplement State Single Audit*; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state schedule of financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state schedule of financial assistance, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state schedule of financial assistance, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and state schedule of financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards and state schedule of financial assistance, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to City of Whittier; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Altman, Rogers & Co. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Altman, Rogers & Co. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Joseph V. Bergene is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The estimated fee for our services will be \$26,500 excluding out-of-pocket costs, and an additional \$1,500 for GASB 68 implementation bring the total audit fee and preparation of draft financial statements to \$28,000. This fee is based on one federal and five state programs selected as major programs for compliance purposes. Each additional federal or state compliance programs will increase the fee by \$1,000. This estimate is based on anticipated cooperation from your personnel, your preparation of the financial statements, the assumption that unexpected circumstances will not be encountered and that significant deficiencies and/or material weaknesses will not be discovered during the audit. Additionally, if significant deficiencies or material weaknesses are found, our fees developing and writing deficiencies are estimated between \$500 and \$1,000 for each. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Preparation of the Data Collection for the Federal Audit Clearinghouse will be billed separately. All out-of-pocket costs will be billed at actual. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

We appreciate the opportunity to be of service to City of Whittier and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Altman, Rogers & Co.



Joseph V. Bergene, CPA  
Principal

**RESPONSE:**

This letter correctly sets forth the understanding of City of Whittier estimated audit fees of \$28,000 excluding out-of-pocket costs for the year ended December 31, 2015.

Officer Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



ANDERSON ZURMUEHLEN & CO., P.C. - CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS  
MEMBER: AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS • MSI GLOBAL ALLIANCE INDEPENDENT MEMBER FIRM

129 WEST PARK • SUITE 201 • P.O. BOX 748 • BUTTE, MONTANA 59703-0748  
TEL: 406.782.0451 • FAX: 406.782.1819 • WEB: WWW.AZWORLD.COM

## SYSTEM REVIEW REPORT

To the Shareholders of  
Altman Rogers & Co.  
and the California Administering  
Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Altman Rogers & Co. (the Firm) in effect for the year ended December 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The Firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included audits conducted under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Altman Rogers & Co. in effect for the year ended December 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Altman Rogers & Co has received a peer review rating of *pass*.

*Anderson Zurmuehlen & Co. P.C.*

Butte, Montana  
May 7, 2013

**CITY OF WHITTIER, ALASKA  
RESOLUTION #09-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH ALTMAN, ROGERS & CO., TO PROVIDE FINANCIAL AUDITING SERVICES FOR FY 2015.**

**WHEREAS**, the City of Whittier ("the City") is the municipal government of the community of Whittier, Alaska; and

**WHEREAS**, the City annually complies with requirements to have its financial records audited in compliance with government standards; and

**WHEREAS**, Altman, Rogers & Co. has proposed to perform the City's audit of FY 15 as set forth in their engagement letter dated February 4, 2016; and

**WHEREAS**, the Whittier Municipal Code provides that consultants and professional service providers can be hired on a sole source basis without competitive process; and

**WHEREAS**, the City Manager recommends that the City retain Altman, Rogers & Co. for the purposes of conducting the audit of the FY15 financial records;

**NOW THEREFORE BE IT RESOLVED**; the City Council authorizes the City Manager to sign the engagement letter with Altman, Rogers & Co. to provide auditing services of the FY 15 financial records, as set forth in the Altman, Rogers & Co. engagement letter dated February 4, 2016.

**PASSED AND APPROVED** by a duly constituted quorum of the Whittier City Council on this 16<sup>th</sup> day of February, 2016.

**Introduced by:** Mark Lynch  
**Introduction Date:** February 16, 2016

**ATTEST:**

\_\_\_\_\_  
Brenda Krol  
City Clerk

\_\_\_\_\_  
Daniel Blair  
Mayor

Ayes:  
Nays:  
Absent:  
Abstain:



## THE CITY OF WHITTIER

*Gateway to Western Prince William Sound*

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

**To: Mayor and Common Council**  
**From: Mark Lynch, City Manager**  
**Subject: Support Letter for LWCF Project**  
**Date: February 12, 2016**

All,

I was asked to provide a letter supporting the LWCF project for Portage Pass Trail. It is my understanding that they want to purchase a piece of land and create a trailhead, which would primarily consist of a parking area and signage, near the existing trailhead.

**Recommended Motion:** I move to authorize the City Manager to send a letter in support of the LWCF Project for Portage Pass Trail.

Thank you,  
Mark Lynch



## THE CITY OF WHITTIER

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February xx, 2016

Tim Charnon  
District Ranger  
145 Forest Station Road  
Girdwood, Alaska 99587

Dear Mr. Charnon:

The City of Whittier enthusiastically supports the proposed Land and Water Conservation Fund (LWCF) project surrounding the historic Portage Pass trail.

The popular trail is enjoyed by Whittier residents and attracts visitors to the community. The purchase of lands surrounding the trailhead will protect trail access and ensure that the public continues to enjoy a high quality recreation experience while hiking Portage Pass. As we've discussed, the LWCF project also complements the city's efforts to provide other developed recreation opportunities, including a campground, at the head of Passage Canal.

We're excited to continue working with the Forest Service to highlight the outstanding recreational opportunities surrounding the Whittier community and to ensure safe, reliable public access. We believe this project will further that goal, by providing flexibility to manage the trail in response to changing needs and ensuring that the public continues to enjoy the world-class recreational experiences that Whittier has to offer.

Good luck with the project. We look forward to working with you to make it a success.

Sincerely,

Mark Lynch  
City Manager  
Whittier, Alaska



## **EMPLOYMENT AGREEMENT**

This Employment Agreement ("AGREEMENT"), effective as of February 17, 2016, is between the City of Whittier, Alaska (the "CITY") and Mark Lynch (MANAGER).

### **RECITALS**

WHEREAS, MANAGER will be employed as City Manager pursuant to this written employment AGREEMENT; and

WHEREAS, CITY wishes to continue to employ MANAGER and MANAGER desires to serve the CITY in the capacity of City Manager, under the terms and conditions of this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in this AGREEMENT, the CITY and MANAGER agree as follows:

### **SECTION ONE: DUTIES OF MANAGER**

MANAGER shall be employed by CITY as, and hold the title of, "City Manager" of the City of Whittier. MANAGER shall serve at the pleasure of, and report directly to, the City Council of Whittier (the "Council"). MANAGER shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska, the Whittier Municipal Code, all as may be amended from time to time, and as established by the Council, from time to time. MANAGER shall maintain residency in the City of Whittier during the entire term of this AGREEMENT. "Residency" shall be defined as the MANAGER residing in the CITY provided condo at least four (4) nights per week under normal circumstances, while not traveling on City business or on leave.

### **SECTION TWO: COMPENSATION OF MANAGER**

- A. Salary. MANAGER shall receive an annual salary of \$95,000 for the first year of this AGREEMENT, payable in regular installments at the time other City employees are paid, or as otherwise agreed upon between the parties in writing. Additionally, MANAGER shall be paid a one-time bonus amounting to 6.3% of MANAGER's annual salary immediately after approval of this AGREEMENT. All compensation paid to MANAGER shall be subject to required employment deductions, taxes, and contributions. The Council shall review and evaluate MANAGER's performance and salary annually during the term of this AGREEMENT, in accordance with procedures established by the Council. Provided MANAGER receives an annual performance rating overall of "meets performance expectations" or higher, MANAGER's annual salary shall increase not less than the same cost of living adjustment rate afforded other City employees, plus a merit increase in an amount to be determined at the annual evaluation. MANAGER's salary shall not be reduced during the term of this AGREEMENT. MANAGER's salary may be increased in excess of the amounts stated based on merit or completion of incentive goals at any time.

B. Housing Allowance. City requires MANAGER to live in a two bedroom condominium owned by City in the BTI building. City represents that this condominium has been provided to other city managers who found it acceptable and further warrants the condominium to be provided is in habitable condition.

C. Moving Reimbursement. MANAGER received a one-time payment of five thousand dollars (\$5,000.00) from CITY for moving expenses for employment beginning August 11, 2014. MANAGER agrees to repay this moving allowance to CITY on a pro rata basis if MANAGER voluntarily leaves the employment of the CITY within twenty four (24) months of the employment beginning date. After August 11, 2016 no repayment of moving expense shall be required.

D. Exempt Position. MANAGER acknowledges that the position of City Manager is exempt from the overtime requirements of state and federal minimum wage and overtime laws, and as such MANAGER is expected to work whatever hours are necessary to accomplish the goals and requirements of the position.

E. Benefits.

1. Medical. CITY agrees to provide and pay 100% of premiums for MANAGER for health, hospitalization, surgical, vision, dental, hearing, prescription plan and comprehensive medical insurance benefits. MANAGER may purchase coverage for family members at the same rate established for other City employees.

2. Life Insurance. The CITY shall pay for the MANAGER's premium term life insurance of no less than \$60,000. The MANAGER shall have the right to name the beneficiary of the life insurance policy.

3. Disability. CITY shall pay for a disability income insurance policy providing benefits equivalent to the MANAGER's annual salary, the proceeds of which shall be payable to the MANAGER or the MANAGER's designated beneficiary in the event the MANAGER becomes disabled or incapacitated during the term of this AGREEMENT.

4. Retirement. CITY will provide for MANAGER's participation in the Alaska Public Employees Retirement Systems (PERS).

5. Other. MANAGER is automatically entitled to any other standard benefits available to other employees of the City as may now exist or be made available during the term of this contract.

6. Leave.

1. Annual Leave. MANAGER shall accrue annual leave of the rate of five (5) weeks per year.

Leave may be used as it accrues. MANAGER shall keep the Council apprised of planned absences in excess of one (1) week duration. Upon employment separation, including expiration of this AGREEMENT. MANAGER shall receive payment for all accrued, unused annual leave, at MANAGER's current rate of pay. Accrued annual leave in excess of eighty (80) hours, not used by MANAGER shall be cashed out and paid to MANAGER on an annual basis at the anniversary date of this AGREEMENT. Payment of accrued unused leave shall be subject to all deductions, taxes and contributions required by law.

2. Holiday. MANAGER shall receive regular pay for twelve (12) recognized City Holidays.
3. Sick Leave. MANAGER shall accrue sick leave at the rate of four (4) hours per month. Leave may be used as it accrues.
4. Miscellaneous. Annual and sick leave both accrue during the period of time MANAGER is on a paid leave, but not during leave without pay. Neither annual leave nor sick leave may be advanced.

G. Work Related Expenses.

1. Vehicle Reimbursement. MANAGER shall receive the standard IRS rate for mileage when traveling in a personal vehicle for CITY business.
2. Travel, Meetings, and Professional Development Reimbursement. MANAGER shall receive reimbursement from CITY for reasonable lodging and meal expenses while traveling out-of-town for meetings or professional development. This may be provided in the form of the diem amount established by City Council resolution applicable to all city employees. CITY shall pay for professional dues and subscriptions of the MANAGER necessary for full participation in national, regional, slate and local associations and organizations necessary for the MANAGER's continued professional growth and advancement, and for the good of the Employer.
3. Bonds. CITY shall bear the full cost of any fidelity or other bonds required of the MANAGER under any law or ordinance, and professional liability insurance.

### SECTION THREE: TERM AND TERMINATION

- A. Term. The term of MANAGER's employment under this AGREEMENT shall begin on February 17, 2016, and unless sooner terminated as provided herein, expire on August 11, 2018. AGREEMENT may be renewed annually. If not renewed prior, MANAGER must advise all members of the City Council in writing of the need to begin negotiations at least six (6) months prior to expiration of the agreement. CITY agrees to begin negotiation to extend and renew AGREEMENT a minimum of four (4) months prior to expiration. Failure to do so shall constitute termination without cause upon the expiration of the AGREEMENT.

B. Termination. MANAGER's employment under this AGREEMENT is terminable at will and at any time by CITY, without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood and agreed by MANAGER that he holds the position of City Manager and serves as City Manager at the will of the Council. MANAGER shall provide CITY with written notice of his resignation no less than thirty (30) days prior to the effective date of his resignation or prior to termination of this AGREEMENT. If this AGREEMENT terminates at the end of the term or because of MANAGER's resignation, no severance shall be paid.

C. Severance.

1. In the event that CITY terminates MANAGER's employment under this AGREEMENT without cause, CITY shall pay MANAGER a lump sum as severance pay, equal to four (4) months salary.
2. In the event the MANAGER voluntarily resigns without coercion, the MANAGER will receive no severance.
3. In the event that CITY terminates MANAGER's employment under Section 3(C)(4) of this AGREEMENT for cause MANAGER shall receive no severance pay from CITY.
4. MANAGER may be terminated by CITY for cause. Any of the following shall constitute "cause" for termination:
  - a. MANAGER's intentional and willful failure to perform his duties in accordance with the provisions of this AGREEMENT, or maintain his residency as required by this AGREEMENT;
  - b. MANAGER's intentional and willful failure to obey any lawful directive of the Council;
  - c. MANAGER's intentional and willful misconduct which the Council reasonably believes reflects adversely on MANAGER's position as City Manager or on City, including but not limited to:
    - i. acts involving dishonesty;
    - ii. fraudulent acts;
    - iii. embezzlement; or
    - iv. substance abuse.

SECTION FOUR: OTHER EMPLOYMENT

MANAGER shall not take nor undertake employment or self-employment with any other person or entity without prior approval of the City Council.

SECTION FIVE: INDEMNIFICATION BY CITY

The CITY shall indemnify, hold harmless and defend MANAGER against all claims and liability which may result from any claim, action or suit by any person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by MANAGER in the performance of his official duties during the duration of his employment with CITY under this AGREEMENT. The provisions of this Section shall survive the termination, expiration or other end of this AGREEMENT and/or the MANAGER's employment with the CITY.

#### SECTION SIX: GENERAL PROVISIONS

- A. LEGAL. Any controversy or claim arising out of or related to this AGREEMENT or the breach thereof shall be governed by the laws of the State of Alaska and the City of Whittier, Alaska.
- B. ASSIGNMENT. This AGREEMENT shall not be assignable, in whole or in part, by either Party without the written consent of the other Party.
- C. SEVERABILITY. In the event any provision of this AGREEMENT is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this AGREEMENT so as not to cause the invalidity or unenforceability of the remainder of this AGREEMENT. All remaining provisions of this AGREEMENT shall continue to apply in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
- D. WAIVER. The waiver by either Party of a breach of any of the provisions of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach.
- E. AMENDMENT. This AGREEMENT may be amended in writing by mutual agreement of the Parties.
- F. INTEGRATED AGREEMENT. This AGREEMENT constitutes the entire AGREEMENT between MANAGER and CITY, and supersedes all prior oral or written understandings, if any, between MANAGER and CITY.
- G. CONFIDENTIALITY ACKNOWLEDGMENT. MANAGER recognizes that he will receive and have access to confidential information and agrees to keep such information confidential to the extent authorized by law.

IN WITNESS WHEREOF, the City Council of the City of Whittier has caused this

AGREEMENT to be signed and executed on the City Council's behalf by its Mayor and duly attested by its City Clerk, and Mark Lynch has executed this AGREEMENT for and on behalf of himself.

CITY OF WHITTIER

CITY MANAGER

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Daniel Blair – Mayor

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Mark Lynch

ATTEST:

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Brenda Krol – City Clerk

**CITY OF WHITTIER, ALASKA  
RESOLUTION #10-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, REQUESTS THAT THE CHUGACH NATIONAL FOREST SERVICE RETAIN PORT WELLS, KNIGHT ISLAND, AND COLUMBIA GLACIER AS PART OF THE WILDERNESS STUDY AREA OF PRINCE WILLIAM SOUND WHEN UPDATING THE CHUGACH FOREST PLAN.**

**WHEREAS**, the construction of the road to Whittier has sharply increased recreational and subsistence use pressure on Western PWS; and

**WHEREAS**, mining and logging present significant risks to current economic activity generated by subsistence, commercial fishing, recreational fishing, and wilderness tourism in the region; and

**WHEREAS**, Knight Island remains a recovering injured resource, resulting from the 1989 Exxon Valdez oil spill.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of Whittier, Alaska that the Whittier City Council hereby requests that the Chugach National Forest Service retain Port Wells, Knight Island, and Columbia Glacier as part of the wilderness study area of Prince William Sound when updating the Chugach Forest Plan.

**PASSED AND APPROVED** by a duly constituted quorum of the Whittier City Council on this 16<sup>th</sup> day of February, 2016.

**Introduced by: Daniel Blair, Mayor  
Introduction date: 16 February 2016**

**ATTEST:**

\_\_\_\_\_  
**Brenda Krol  
City Clerk**

\_\_\_\_\_  
**Daniel Blair  
Mayor**

Ayes:  
Nays:  
Absent:  
Abstain: